



**Contract Number**

---

**SAP Number**

---

## Children and Family Services

|   |                                    |
|---|------------------------------------|
| <b>Department Contract Representative</b> | Steven Vargas Montoya              |
| <b>Telephone Number</b>                   | 909-388-0255                       |
| <b>Contractor</b>                         | Deloitte Consulting LLP            |
| <b>Contractor Representative</b>          | Michelle Peregrine                 |
| <b>Telephone Number</b>                   | 916-397-7251                       |
| <b>Contract Term</b>                      | July 1, 2026 through June 30, 2028 |
| <b>Original Contract Amount</b>           | \$701,500                          |
| <b>Amendment Amount</b>                   | N/A                                |
| <b>Total Contract Amount</b>              | \$701,500                          |
| <b>Cost Center</b>                        |                                    |
| <b>Grant Number (if applicable)</b>       |                                    |

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, San Bernardino County (County) desires to designate a contractor of choice to provide Child Welfare Services – California Automated Response and Engagement System (CWS-CARES) implementation services, as further described in a statement of work (the “Services”); and

**WHEREAS**, based upon and in reliance on the representations of Deloitte Consulting LLP (Contractor), the County finds Contractor qualified to provide CWS-CARES implementation services; and

**WHEREAS**, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

**NOW, THEREFORE**, the County and Contractor mutually agree to the following terms and conditions:

**TABLE OF CONTENTS**

**A. DEFINITIONS..... 3**

**B. CONTRACTOR RESPONSIBILITIES..... 4**

**C. GENERAL CONTRACT REQUIREMENTS..... 5**

**D. TERM OF CONTRACT..... 19**

**E. COUNTY RESPONSIBILITIES..... 19**

**F. FISCAL PROVISIONS..... 20**

**G. INDEMNIFICATION AND INSURANCE REQUIREMENTS..... 21**

**H. RIGHT TO MONITOR AND AUDIT ..... 24**

**I. RESERVED..... 25**

**J. RESERVED..... 25**

**K. EQUAL EMPLOYMENT/EMPLOYMENT DISCRIMINATION/CIVIL RIGHTS..... 25**

**L. NOTICES..... 27**

**M. ENTIRE AGREEMENT..... 27**

**N. LIMITATION OF LIABILITY ..... 27**

**ATTACHMENTS**

- A. COMPLAINT AND GRIEVANCE PROCEDURE**
- B. ASSURANCE OF COMPLIANCE**
- C. COST**
- D. LEVINE ACT - CAMPAIGN CONTRIBUTION DISCLOSURE (FORMERLY REFERRED TO AS SENATE BILL 1439)**
- E. ANTI-LOBBYING CERTIFICATION**
- F. BACKGROUND CHECKS**
- G. COUNTY POLICES**

## A. DEFINITIONS

1. California Department of Social Services (CDSS) – Provides oversight of California’s Child Welfare and Foster Care system, Welfare-to Work programs, Disabled and Adult programs, and licensed community care facilities. The mission of CDSS is to serve, aid and protect needy and vulnerable children and adults in ways that strengthen and preserve families, encourage personal responsibility, and foster independence.
2. California Automated Response and Engagement System (CARES) Procedures Engine – A tool that answers natural-language CARES questions using semantic search; responses are grounded with citations to CARES training documents and County specific process and procedure sources ingested into the tool.
3. California Statewide Automated Welfare Systems (CalSAWS) - The automated welfare business process in California which will serve all 58 California counties by 2023. The implementation of CalSAWS will merge California’s most recent three county-level consortia welfare systems and will support six core programs: California Work Opportunity and Responsibility to Kids (CalWORKs), Supplemental Nutritional Assistance Program (SNAP) known as CalFresh in California, Medi-Cal, Foster Care, Refugee Assistance, and County Medical Services. It encompasses the following functions: eligibility determination, benefit computation, benefit delivery, case management and information management. Based on individual consortium business requirements, other programs or functions may be included in a consortium system.
4. Child Welfare Services (CWS)-California Automated Response and Engagement System (CARES) – the State’s new modernized, web-based child welfare information system. CARES replaces older systems to help social workers manage cases, automate reporting, and improve service delivery.
5. Children and Family Services (CFS) – The San Bernardino County department that administers programs designed to address child abuse and neglect issues in San Bernardino County. CFS provides family-centered programs and services that are designed to strengthen, preserve, and ensure children have access to safe and permanent family units. CFS provides support for families while working to reduce risk and harm to children, improving parenting skills, and developing strong social support networks for families.
6. Contract – The legal agreement between the County and the Contractor.
7. Conduct Knowledge Transfer - For ongoing forms maintenance in MS Word and / or Adobe Experience Manager. County to identify up to 5 staff to participate in Knowledge Transfer Sessions. Staff must be pre-trained in the forms tool prior to knowledge transfer activities.
8. County – County, as used throughout this document, including its possessive form (County’s), refers to San Bernardino County.
9. Foster Care Eligibility and Determination (FCED) Interface – A digital, automated connection between CWS-CARES and CalSAWS.
10. Human Services – San Bernardino County Human Services (HS), a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
11. Personally Identifiable Information (PII) – Information that can be used alone, or in conjunction with any other information, to identify a specific individual, or used to access their file. This includes but is not limited to name, date of birth, Social Security Number (SSN), address, driver’s license, etc.
12. Services – The required services described in this Contract.
13. Subject Matter Expert (SME) – An individual with deep, specialized knowledge, skills, and experience in a particular field or program.
14. Technical Readiness Task - Specific technical tasks to be performed prior to Go-Live to validate users can access CWS-CARES.

## **B. CONTRACTOR RESPONSIBILITIES**

The Services, as set forth below, shall be provided by the Contractor:

1. Identify, prioritize, and complete updates as needed to business process documentation.
2. Conduct working sessions with relevant staff and Subject Matter Experts (SMEs) to identify and map CWS-CARES business changes across the following areas:
  - a. Intake (e.g., screening, investigations, and determination)
  - b. Placement and Eligibility
  - c. Foster Care Eligibility and Determination (FCED) Interface
  - d. Ongoing Case Work
  - e. Court Processing
  - f. Resource Family Approval
  - g. Resource Management
  - h. Financial Management
  - i. Administrative Services
  - j. CalSAWS and CFS Eligibility
3. Refine business processes and procedures on an ongoing basis as new information becomes available from the CWS- CARES Project, State, or County.
4. Develop up to 150 forms in CWS-CARES in the County-preferred format, based on prioritized forms inventory.
5. Track Information Technology (IT)-related requests from the CWS-CARES Project of the County to enable technical readiness task completion.
6. Support completion of County technical readiness tasks based on the CWS-CARES Technical Readiness Document provided by the Project team.
7. Coordinate with task owners from the Deloitte and CFS Program and IT teams to monitor and track progress through completion.
8. Provide monthly reports on County implementation progress to CFS leadership via Excel or a County-approved platform, and provide guidance on task completion.

Contractor may engage in the following optional activities upon CFS's request as part of a Letter of Authorization, subject to rates for optional services provided in Attachment C - Cost:

1. Deliver five (5), two (2)-hour Knowledge Transfer Sessions with up to five (5) County staff who are pre-trained in the forms tool.
2. Provide support for CFS users of the CARES Procedures products and services with job aids, office hours, and feedback to continuously improve the tool.
3. Collaborate with the County to identify forums needed for Go-Live Readiness leadership updates and avenues for delivering key messaging to staff to create CWS-CARES awareness.
4. Organize and deliver a Go-Live Readiness kick-off to generate awareness of key work areas through go-live.
5. Develop a training logistics plan, County specific training materials, and classroom training support.
6. Organize County's data cleanup efforts, track and report completion, escalate and track concerns, and support resolution of issues.
7. Develop an incident tracking mechanism which will review incidents logged by staff (e.g., process refinement needs, system defects, training gaps, confirming severity/priority and business impact, track owner assignment and due dates.

8. Provide reinforcement training focused on recurring questions and common errors. Publish quick role-based updates/job aids with latest guidance.

The following assumptions are applicable for the above services:

- A kick-off event with Contractor leadership, and County leadership and Implementation Team members will be conducted within the first week of work initiation to review the scope and work products to be produced as part of the contract. Contractor will create a plan for services to be agreed between the County and Contractor.
- Contractor resources will support the project primarily remotely. Up to two trips onsite at County offices will be made by selected team members. Trips are assumed to be up to 4 days in duration. Additional trips may be made at additional cost to the County, based on mutual agreement by Contractor and the County.
- When providing services, Contractor may utilize tools and applications available in the market, such as RPA, AI, cloud, cyber, immersive, and other similar tools and applications as available. These tools and applications may be utilized for their innovation, efficiency, and ability to enhance our services.
- Upon deployment of the forms into the CWS-CARES production environment County may purchase ongoing forms maintenance using the rate card included in Attachment C. Cost. The County will be responsible for testing county forms using production data in order to limit Contractor exposure to Personally Identifiable Information (PII).

### C. GENERAL CONTRACT REQUIREMENTS

1. **Recitals** – The recitals set forth above are true and correct and incorporated herein by this reference.
2. **Contract Amendments** – Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract, and approved by the person(s) authorized to do so on behalf of Contractor and County.
3. **Contract Assignability** – Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.
4. **Contract Exclusivity** – This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this Contract.
5. **Attorney's Fees and Costs** – If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third party legal action against a party hereto and payable under Indemnification and Insurance Requirements.
6. **Background Checks for Contractor Personnel** – Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use illegal substances in any manner while performing Services which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. Contractor shall, as part of its standard hiring practices, generally have conducted a background check in accordance with Attachment F on each of its personnel who will perform Services at a County site. If requested by the County and not in violation of applicable law, Contractor shall conduct an additional background check, at Contractor's sole expense, on all its personnel providing Services at a County site. If requested by the County, Contractor shall confirm that the background checks were completed and the date of completion to the County for each of its personnel who will perform Services at a County site. Such background check shall be in the form generally used by Contractor in its initial hiring of

employees or contracting for contractors or, as applicable, during the employment screening process. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contractor personnel to any County facility. County shall process personally identifiable information about Contractor personnel ("Contractor PII") solely for the purpose for which it was provided and in compliance with applicable laws. County shall keep such Contractor PII confidential, maintain appropriate security controls to protect Contractor PII, and share it only on a need-to-know basis. Contractor PII shall be permanently and securely disposed of when it is no longer needed for the purposes for which it was collected. County shall notify Contractor in writing without undue delay after becoming aware of any unauthorized access to, use or disclosure of Contractor PII and shall reasonably cooperate with Contractor in its efforts to investigate and remediate such incident. If County can no longer comply with these obligations, it shall take reasonable and appropriate steps to remediate such noncompliance.

Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions under this Contract in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

In addition to the documentation of DOJ clearance, Contractor shall obtain clearance from the Federal Bureau of Investigation (FBI) and Child Abuse Central Index (CACI), and records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions under this Contract in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, prior to providing any services. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

Contractor shall notify the County of any board member, staff member, paid intern or volunteer who is knowingly or negligently employed under this Contract who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify the County concerning the arrest and/or conviction, other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff who provides services under this Contract, when such information becomes known to Contractor.

7. **Change of Address** – Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.
8. **Choice of Law** – This Contract shall be governed by and construed according to the laws of the State of California.
9. **Compliance with County Policy** – In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding physical health and safety attached hereto as Attachment G to the extent that such policy explicitly states that it is applicable to Contractor in performance of the Services and does not conflict with the

terms of this Contract or the applicable SOW/Letter of Authorization or Contractor's own policies; (c); and (d) abide by all laws applicable to the Contractor in its provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d), which are provided in advance to and agreed by Contractor (collectively, "County Policies"). County Policies, and additions or modifications thereto, must be communicated in writing to Contractor or Contractor personnel. Contractor shall be responsible for the promulgation and distribution of such County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives, and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

10. Data Privacy.

a. For purposes of these terms, the following definitions apply:

"Personal Information" means any information received from, or on behalf of, County by Contractor in its performance of the Services that is capable of individually identifying a natural person or is otherwise defined as "personal information" under applicable privacy laws.

"Personal Information Breach" means Contractor's confirmation of unauthorized access to, or unauthorized use or disclosure of, Personal Information under Contractor's possession or control that compromises the security, confidentiality or integrity of such Personal Information.

"Processing" means any operation or set of operations performed on Personal Information, such as accessing, obtaining, storing, retaining, selling, sharing, combining, transmitting, using, maintaining, disclosing or disposing of Personal Information.

- b. Contractor shall comply with the privacy laws applicable to it in connection with the performance of the Services. Contractor shall only Process Personal Information in connection with its performance of the Services, or as otherwise permitted under the Contract or these terms or as required by applicable law or professional standards. Taking into account the nature of the Personal Information being Processed, Contractor shall have in place reasonable technical and organizational measures designed to (i) provide a level of security appropriate to the risks, and (ii) assist County in responding to consumer rights requests. Upon written request, Contractor shall make available information with respect to Contractor's Processing of Personal Information to: (x) demonstrate Contractor's compliance with its obligations under this Section, which may take the form of an independent third-party certificate or audit report, or other relevant documentary information; and (y) reasonably cooperate with County in fulfilling its obligations under applicable privacy laws, such as responding to Personal Information requests of individuals, maintaining the security of Personal Information, conducting privacy impact assessments, and consulting with applicable regulatory authorities. Unless otherwise required in connection with the Services, Contractor agrees that it will not re-identify any de-identified data it receives from or on behalf of County. Contractor agrees that, upon written notice, County may take reasonable and appropriate steps to stop and remediate Contractor's unauthorized use of Personal Information. Contractor will notify County, to the extent required by law, if Contractor makes a determination that it can no longer meet its obligations with respect to Personal Information under applicable privacy laws. To the extent required by applicable privacy laws, Contractor certifies that it understands and agrees to comply with its privacy obligations set forth herein.
- c. In the event of a Personal Information Breach, Contractor shall promptly and within any timeframe governing Contractor's notification obligation under applicable law inform County's primary business contact for the Services of such Personal Information Breach and shall provide to County additional information relating to the Personal Information Breach reasonably requested by County, to the extent then known by Contractor, including information required for County to provide any notices required by applicable law.

- d. Contractor shall require that its personnel and subprocessors which Process Personal Information are subject to duties of confidentiality consistent with these terms. Contractor may not use subprocessors to Process Personal Information without the prior written consent of County. County hereby consents to the Processing of Personal Information by the following subprocessors: (i) subcontractors authorized to provide Services under the Contract or these terms in order to perform such Services, and (ii) contractors to the extent necessary in connection with their provision of ancillary administrative, infrastructure and other support services to Contractor. Contractor shall enter into a written contract with each of its subprocessors consistent with the privacy obligations in this Section.
11. **Primary Point of Contact** – Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
12. **County Representative** – The Assistant Executive Officer or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.
13. **Damage to County Property** – If found liable and subject to the limitation of liability in Section N, Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful misconduct or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.
- If found liable and the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion, subject to the limitation of liability in Section N.
14. **Debarment and Suspension** – Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to Title 48 Code of Federal Regulations (CFR), Chapter 1, Subchapter B, Part 9, Subpart 9.4 (48 C.F.R. Section 9.400 et seq.).
- Contractor certifies that it and its principals and subcontractors, as of the date of execution of this Contract:
- a. Are not presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>).
- b. Have not within a three (3) year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section C, Paragraph 14, subparagraph b; and
- d. Have not within a three (3) year period preceding this Contract had one (1) or more public transactions (federal, state or local) terminated for cause or default.

Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

15. **System for Award Management** – Contractor shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list (<https://www.sam.gov>). If at any time during the term of the Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor may be considered in material breach of the Contract, and the County may proceed under the Correction of Performance Deficiencies section of the Contract, including immediate termination of the Contract. If Contractor becomes aware, at any point during the term of the Contract, that it is identified as suspended or debarred on the SAM excluded list, Contractor must immediately inform County. Such inclusion may be considered a material breach of the Contract and be sufficient grounds for immediate termination.
16. **Drug and Alcohol Free Workplace** – In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:
  - a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
  - b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
  - c. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive workplace and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

17. **Duration of Terms** – This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.
18. **Improper Influence** – Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.
19. **Improper Consideration** – Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the

County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

20. **Informal Dispute Resolution** – In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
21. **Legality and Severability** – The parties' under the Contract shall comply with all laws, rules, regulations, court orders, and governmental agency orders applicable to them in their performance and receipt of the services under this Contract. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.
22. **Licenses, Permits and/or Certifications** – Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by federal, state, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County promptly of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.
23. **Material Misstatement/Misrepresentation** – If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
24. **Mutual Covenants** – The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.
25. **Nondisclosure** – To the extent that, in connection with this engagement, either party (each, the “receiving party”) comes into possession of any confidential information of the other (the “disclosing party”), it will not disclose such information to any third party without the disclosing party’s consent, using at least the same degree of care as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care. The disclosing party hereby consents to the receiving party disclosing such information (i) as expressly set forth in the Contract, (ii) to contractors in connection with the Contract that have agreed to be bound by confidentiality obligations similar to those in this Section, (iii) as may be required by law or regulation, or to respond to governmental inquires, or in accordance with applicable professional standards or rules, or in connection with litigation pertaining hereto, or (iv) to the extent such information (A) is or becomes publicly available other than as the result of a disclosure in breach hereof, (B) becomes available to the receiving party on a nonconfidential basis from a source that the receiving party believes is not prohibited from disclosing such information to the receiving party, (C) is already known by the receiving party without any obligation of confidentiality with respect thereto, or (D) is developed by the receiving party independently of any disclosures made to the receiving party hereunder. Contractor may, however, use and disclose any knowledge and ideas acquired in connection with the Services to the extent they are retained in the unaided memory of its personnel. This provision will remain in force even after the termination of the Contract.
26. **Notice of Delays** – Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, promptly, give notice thereof, including all relevant information with respect thereto, to the other party.
27. **Ownership of Documents** –

- a. For purposes of these terms (i) "Technology" means works of authorship, materials, information and other intellectual property; (ii) "Contractor Technology" means all Technology created prior to or independently of the performance of the Services, or created by Contractor or its subcontractors as a tool for their use in performing the Services, plus any modifications or enhancements thereto and derivative works based thereon; and (iii) "Deliverables" means all Technology that Contractor or its subcontractors create for delivery to the County as a result of the Services.
  - b. Upon full and final payment to Contractor hereunder, and subject to all other terms and conditions herein, Contractor hereby (i) assigns to the County all rights in and to the Deliverables, except to the extent they include any Contractor Technology; and (ii) grants to the County the right to use any Contractor Technology included in the Deliverables in connection with its use of the Deliverables. Except for the foregoing license grant, Contractor or its licensors retain all rights in and to all Contractor Technology.
  - c. To the extent any Contractor Technology provided to the County hereunder is a product (to the extent it constitutes merchandise within the meaning of section 471 of the Internal Revenue Code), such Contractor Technology is licensed to the County by Contractor as agent for Deloitte Consulting Product Services LLC on the terms and conditions herein. The assignment and license grant do not apply to any Technology (including any modifications or enhancements thereto or derivative works based thereon) that is subject to a separate license agreement between the County and a third party, including, without limitation, Deloitte Consulting Product Services LLC.
28. **Participation Clause** – The County desires that Municipalities, School Districts, and other Tax Districts within San Bernardino County requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of this Contract with such governmental bodies as though they have been expressly identified in this Contract.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this Contract.

29. **Air, Water Pollution Control, Safety and Health** – Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, including fire clearances, which apply to the work performed pursuant to this Contract.
30. **Records** – Contractor shall maintain all billing and payment records and books for the fees and expenses incurred in the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements agreed to by the parties in writing. If found liable and subject to the limitation of liability in Section N, failure to maintain acceptable records may be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All billing and payment records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with standard accounting procedures and practices consistently applied and must account for all funds, tangible assets, revenue and expenditures. If applicable, fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy. Please refer to [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) for further information.

Contractors expending \$1,000,000 or more in federal funds annually shall have a single audit or program specific audit performed. A copy of the audit shall be maintained by Contractor as part of its fiscal records.

All records shall be complete and current and comply with all Contract requirements. If found liable and subject to the limitation of liability in Section N, failure to maintain acceptable records

per the preceding requirements may be considered grounds for withholding payments for billings submitted and for termination of the Contract.

31. **Relationship of the Parties** – Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
32. **Release of Information** – No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the CFS Director or their designee and shall include County approved branding. Notwithstanding the foregoing, County grants Contractor the right to use its name as part of a general client list and as a specific citation within proposals and other similar efforts
33. **Representation of the County** – In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County.
34. **Strict Performance** – Failure by a party to insist upon the performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand compliance by the other party with the terms of this Contract thereafter.
35. **Subcontracting** – Contractor agrees not to enter into any subcontracting contracts for work contemplated under the Contract without first obtaining written approval from the County and the Director of CFS through the HS Contracts Unit. County hereby consents to Contractor subcontracting a portion of the Services to any Deloitte entity, whether located within or outside the United States, provided the Contractor provides written notice to the County. Any subcontractor shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's contract.

Except for Deloitte entities, Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to subcontractors, including removal pursuant to Paragraph 6 of this Section C.

For any subcontractor, Contractor shall:

- a. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- b. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- c. Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities
- d. Be responsible for monitoring subcontractor annually to determine subcontractor's compliance with the provisions of this contract. At County's request, Contractor shall provide subcontractor's annual monitoring reports and supporting documentation.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct contracts with any of the subcontractors. Contractor agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

36. **Subpoena** – In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, to the extent permitted by law, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.
37. **Termination for Convenience** – The County reserves the right to terminate the Contract for its convenience, without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports provided that any work-in-progress shall be provided on an as-is basis, without warranty or indemnity of any kind.
38. **Diligent Performance** – Notwithstanding any other provision of this Contract, all performance dates for the services shall be regarded only as estimates. Nonetheless, Contractor shall utilize diligent efforts to meet such dates and shall notify County promptly if Contractor encounters significant delays in completing the Services.
39. **Venue** – The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.
40. **Conflict of Interest** – Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines and Contractor is found liable of a conflict of interest situation, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

Contractor's duties and services under this Contract shall not include preparing or assisting the County with any portion of the County's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the County. The County entering this Contract shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the County in County's efforts to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Contract.

41. **Former County Administrative Officials** – Contractor agrees to provide, or has already provided, information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor and are providing services under this Contract. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor and are providing services under this Contract. For purposes of this provision, “County administrative official” is defined as a member of the Board of Supervisors or such officer’s staff, County Executive Officer or member of such officer’s staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

42. **Disclosure of Criminal and Civil Procedures** – The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein) providing services under this Contract, within the last ten (10) years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm’s business, or whether the firm, or any of its partners, principals, members, associates or key employees providing services under this Contract, has within the last ten (10) years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees providing services under this Contract, within the last ten (10) years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. “Legal proceedings” means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision “key employees” includes any individuals providing direct service to the County. “Key employees” do not include clerical personnel providing service at the firm’s offices or locations.

43. **Vacancies** – Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.

44. **Professional Conduct** – Contractor agrees to develop and maintain professional relationships with County, County staff, and clients.

45. **Complaint and Grievance Procedure** – Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.

Contractor will ensure that staff are knowledgeable on the San Bernardino County Human Services Complaint and Grievance Procedure (*Attachment A*) and that each recipient of services provided under this contract has read and received a copy. A signed copy of this document

acknowledging the recipient of services' receipt and understanding of the procedure is to be kept on file.

46. **Reserved**

47. **Reserved**

48. **Reserved**

49. **Force Majeure** – Neither party shall be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

50. **Pro-Children Act of 1994** – Contractor will comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).

51. **Americans with Disabilities Act** – to the extent agreed to by the parties and as set forth in the SOW/Letter of Authorization, Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

52. **Public Accessibility** – Contractor shall ensure that Services provided are accessible by public transportation.

53. **Supersedes Prior Agreements** – This Contract supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between the County and Contractor hereto with respect to the subject matter hereof. All such prior contracts, agreements and understandings are hereby terminated and deemed of no further force or effect.

54. **Order of Precedence** – In the event of any inconsistency between the terms of this Contract and any forms, attachments, statements of work (SOW)/Letters of Authorization, or specifications which may be incorporated into this Contract, the following order of precedence shall apply:

a. This Contract;

b. Attachments to this Contract, as indicated herein; and

c. Price lists, SOWs/Letters of Authorization, and other documents attached hereto or incorporated herein.

55. **Environmental Requirements** – In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform in accordance with applicable requirements agreed to in writing by the parties and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

EPA Regulations – If the amount available to Contractor under the Contract exceeds \$100,000 of federal funds, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7401 et seq.); section 508 of the Clean Water Act (33 U.S.C. section 1251 et seq.); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]; and Environmental Protection Agency regulations (40 C.F.R.).

Contractor agrees to report each violation of the Clean Air Act and the Clean Water Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the federal funding source, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Procurement of Recovered Materials – If the contract utilizes federal funds, Contractor shall comply with the provisions of section 6002 of the Federal Solid Waste Disposal Act, as amended by the federal Resource conservation and Recovery Act, as the same may be amended, which include (but are not necessarily limited to): procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR Part 247 (as the same may be amended) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.

This provision does not apply if the items cannot be acquired –

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Additionally, Contractor agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

State Energy Conservation Clause – Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations (CCR), title 20, section 1401 et seq.).

- 56. **Copyright** – County shall have a royalty free, nonexclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication. To the extent this Contract is federally funded, Contractor shall provide any information necessary to the County in order to comply with Federal Acquisition Regulation 52.227-15. To the extent applicable, the provisions of Federal Acquisition Regulation 52.227-14 Rights in Data - General shall apply.
- 57. **Reserved**
- 58. **Reserved**
- 59. **Reserved**

60. **Reserved**
61. **Reserved**
62. **Reserved**
63. **California Consumer Privacy Act** – To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (California Civil Code sections 1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at California Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to California Civil Code section 1798.150(b) alleging a violation of the CCPA that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to California Civil Code section 1798.155(b).
64. **Child Abuse Reporting** – Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
- a. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
  - b. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
  - c. Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.
65. **Reserved**
66. **Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18)** - In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors providing services under this Contract to sign internal confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.
67. **Reserved**
68. **Reserved**
69. **Executive Order N-6-22 Russian Sanctions** – On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine (<https://home.treasury.gov/policy->

[issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions](https://www.dgs.ca.gov/OLS/Ukraine-Russia)), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

70. **Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)** – Contractor has disclosed to the County using Attachment D – Levine Act Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors within the earlier of: (1) the date of the submission of Contractor’s proposal to the County, or (2) twelve (12) months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors for twelve (12) months after the County’s consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors within the preceding twelve (12) months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of contractor.

71. **Prohibited Telecommunications and Video Surveillance Equipment and Services (2 C.FR. §200.216)** - Contractor certifies that it will not use contract funds to:

- (1) Procure or obtain covered telecommunications equipment or services;
- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

“Covered telecommunications equipment or services” means those equipment and services defined at 2 C.F.R. §200.216(b).

72. **Domestic Preference for Procurements (2 C.F.R. § 200.322)** - Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

73. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended))** - Contractor certifies on Attachment E that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

74. **Reserved**
75. **Use of Biobased Products** - Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.
76. **Prohibition on Use of Certain Telecommunications and Video Surveillance Services or Equipment** - In performing under this Contract, Contractor shall not utilize that certain telecommunication and video surveillance services or equipment specified in Federal Acquisition Regulation 52.204-25.
77. **Service Contract Labor Standards** - To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.
78. **Change Orders** - Either party may request changes to the scope of Services or other aspects of the Contract or a schedule through a written change request. No changes to this Contract shall be effective until the parties sign a change order that amends the SOW/Letter of Authorization ("Change Order"). If any of the following events occurs and adversely impacts Contractor's timeline, staffing, cost, or ability to perform the Services in accordance with this Contract (each, an "Impact Event"), the parties shall amend this Contract to eliminate such adverse impact:
- a. Delays are encountered that are beyond the reasonable control of Contractor, including delays caused by County or County's other vendors,
  - b. An assumption set forth in the Contract or SOW/Letter of Authorization becomes invalid, or
  - c. County fails to meet its obligations under this Contract.
- Contractor shall promptly notify County after becoming aware of an Impact Event. Notwithstanding anything to the contrary herein, if the parties do not execute a Change Order to address the Impact Event within thirty (30) days of such notice, Contractor may, at its option, suspend or terminate the Services upon written notice to County.

**D. TERM OF CONTRACT**

1. This Contract is effective as of July 1, 2026 and expires June 30, 2028 but may be terminated earlier in accordance with provisions of this Contract.
2. The County may terminate the Contract immediately if the funds under Section F Paragraph 1 are not available to the County, and under the provisions of Section I, Paragraph 3, Item e, of the Contract, or as otherwise provided in this Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Executive Officer is authorized to exercise the County's rights with respect to any termination of this Contract.
3. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
4. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports, provided that any work-in-progress shall be provided on an as-is basis, without warranty or indemnity of any kind.

**E. COUNTY RESPONSIBILITIES**

County shall:

1. Provide Contractor with a primary point of contact.
2. Coordinate and provide additional support as needed.

3. Participate in collaboration meetings with Contractor as requested.
4. Review and track receipt of all reports from Contractor.
5. Work collaboratively with Contractor to identify and resolve issues, barriers, and potential delays.
6. County leadership and staff will be able to allocate resources to support business process working sessions and review and provide feedback on materials produced. County SMEs will be available when needed for feedback and support.
7. County leadership will participate in regular touchpoints with Contractor team leaders on a mutually agreed upon cadence, to review and discuss County implementation and Information Technology (IT) readiness progress, and discuss and resolve risks and issues.
8. County will provide up to five staff who have completed prerequisite forms development training to participate in forms knowledge transfer.
9. County IT resources will be responsive to the Contractor team, and available to participate in readiness activities based on the timelines included in the Project go-live readiness checklist and technical readiness checklist.
10. County is responsible for reviewing and providing feedback, if applicable, for all work products.
11. County will schedule any working sessions with specific stakeholders in order for Contractor to complete work products on time.
12. Prior to the contract start date, County will coordinate and schedule all requested working sessions for the business process review activities.
13. County will provide access for Contractor staff to Project resources, including the CARES system, software required to complete forms development and testing services, Project team's channels, the Implementation Portal, etc. through the County email domain.

#### **F. FISCAL PROVISIONS**

1. The maximum amount of payment under this Contract shall not exceed \$701,500, of which 50% (\$350,750) is federally funded and 50% (\$350,750) is state funded. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
2. Invoices shall be issued monthly with a net sixty (60) day payment term with corresponding SAP Contract and/or Purchase Order number stated on the invoice. If payment is not received within such period, Contractor may suspend or terminate the Services upon fifteen (15) days written notice to County.

Contractor shall be compensated based on time and materials of actual labor hours and materials used each month in accordance with the agreed upon rates for the service provided in Attachment C - Cost.

Invoices should be sent to

Children and Family Services  
 Budget and Administrative Unit  
 31 Stuart Avenue  
 Redlands, CA 92374

3. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
4. County is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any state or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

5. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
6. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
7. Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.
8. Contractor shall certify to the County whenever applying for funds, requesting payment, and submitting financial reports: "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812." Each such certification must be maintained pursuant to the requirements of § 200.334.
9. **Reserved**
10. **Reserved**
11. **Reserved**
12. **Reserved**

#### **G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

1. **Indemnification** – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all third party claims, actions, losses, damages and/or liability ("Claims") solely for: (i) bodily injury, death or physical damage to real or tangible personal property occurring under this Contract to the extent directly and proximately caused by the negligence or intentional misconduct of Contractor while Contractor is performing the services; (ii) all Claims brought against County by an personnel of Contractor performing services for employment benefits or employment compensation, in each case for which Contractor is responsible and has failed to pay; (iii) all Claims brought against County by any Contractor subcontractor performing a portion of the services for payment of its fees to the extent caused by Contractor's failure to pay such fees; and (iv) Claims for infringement by a Deliverable of any U.S. patent existing at the time of delivery or copyright or any unauthorized use of any trade secret, except to the extent that such infringement or unauthorized use arises from (i) modification of the Deliverable other than by Contractor or its subcontractors, or use thereof in a manner not contemplated by the applicable SOW, (ii) the failure of the indemnified party to use any corrections or modifications made available by Consultant, (iii) information, materials, instructions, specifications, requirements or designs provided by or on behalf of the indemnified party, or (iv) the use of the Deliverable in combination with any platform, product, network or data not provided by Contractor. If County's use of any such Deliverable, or any portion thereof, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, Contractor, at its option and expense, shall have the right to (x) procure for County the continued use of such Deliverable, (y) replace such Deliverable with a non-infringing Deliverable, or (z) modify such Deliverable so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by Contractor, the replacement or modified Deliverable is capable of performing substantially the same function. In the event Contractor cannot reasonably procure, replace or modify such Deliverable in accordance with the immediately preceding sentence, Contractor may

require County to cease use of such Deliverable and refund the professional fees paid to Contractor with respect to the Services giving rise to such Deliverable. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

2. **Additional Insured** – All policies, except for Worker's Compensation, Employer's Liability, Directors and Officers Insurance (if applicable), Cyber Liability Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages except for Professional Liability, Errors and Omissions, D&O (if applicable) and Cyber Liability, to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County except for the Professional Liability, Errors and Omissions, D&O (if applicable) and Cyber Liability coverages.
4. **Policies Primary and Non-Contributory** – All policies required herein with respect to the County's additional insured status are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the County.
5. **Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. **Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, blanket additional insured endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department unless replacement coverage meeting the terms and conditions hereunder is obtained without lapse, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the endorsements promptly upon request.
7. **Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII" or the equivalent rating if A.M. Best is not available.
8. **Deductibles and Self-Insured Retention** – Any and all deductibles are the responsibility of the Contractor.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. **Insurance Review** – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or

suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any reasonable change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. **Insurance Specifications** – The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with two hundred fifty thousand dollar (\$250,000) limits covering all employees and all risks to such employees under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are nonprofit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations and mobile equipment.
  - b. Products and completed operations.
  - c. Broad form property damage (including completed operations).
  - d. Explosion, collapse and underground hazards.
  - e. Personal and Advertising injury.
  - f. Contractual liability pursuant to policy terms and conditions.
  - g. Two million dollars (\$2,000,000) general aggregate limit.
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per accident.

If the Contractor is transporting one (1) or more nonemployee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per accident.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

**or**

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

**or**

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not for profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of three (3) years after contract completion subject to continued commercial availability of reasonable terms and conditions.

- f. **Reserved**
- g. **Cyber Liability Insurance** – Cyber Liability Insurance with limits of no less than \$1,000,000 for each claim for wrongful acts with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall cover breach response cost as well as regulatory fines and penalties to the extent insurable by law. The insurance may be included within a professional liability coverage form.
- h. **Reserved**

## **H. RIGHT TO MONITOR AND AUDIT**

1. The County, State and Federal government shall have absolute right to review and audit all billing and payment records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have the right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give reasonable cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the reasonable implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.
2. All records pertaining to services delivered under this Contract and shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, state and federal audits are completed, whichever is later. Technical program data shall be retained locally and made available upon the County’s reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such

reimbursement will not exceed fifty dollars (\$50) per hour (including travel time) and may be deducted from the following month's claim for reimbursement.

3. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
4. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
5. Reserved
6. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, contractors expending one million dollars (\$1,000,000) or more in federal funds within the Contractor's fiscal year must have a single audit or program specific audit performed. A copy of the audit performed in accordance with Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to [http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200\\_1501&rgn=dv8](http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8) for further information.
7. The following closely related programs identified by the System Award Management Assistance Listing number are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Health and Human Services:  
Number: 93.658 Foster Care Title IV-E

8. County is required to identify the Unique Entity Identification (UEI) number, as known in the federal System for Award Management (SAM), and Federal Award Identification Number (FAIN) in all County contracts that include federal funds or pass through of federal funds. This information is required in order for the County to remain in compliance with Title 2 CFR Section 200.331 and remain eligible to receive federal funding. The Contractor shall provide the Contractor name as registered in SAM, as well as the UEI number to be included in this Contract. Related FAIN will be included in this Contract by the County.

|                                      |                         |
|--------------------------------------|-------------------------|
| Contractor Name as registered in SAM | Deloitte Consulting LLP |
| UEI                                  | MLMGXJV8KZH3            |
| FAIN                                 | 2601CAFOST              |

**I. RESERVED**

**J. RESERVED**

**K. EQUAL EMPLOYMENT/EMPLOYMENT DISCRIMINATION/CIVIL RIGHTS**

1. Equal Employment Opportunity Program - Contractor agrees to comply with: the provisions of the San Bernardino County Equal Employment Opportunity Program and rules and regulations adopted pursuant thereto; Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (42 U.S.C. section 2000(e), et seq.); Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000; the California Fair Employment and Housing Act (Cal. Gov. Code section 12900, et seq.); and other applicable federal, state, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County.

2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable federal, state and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County will supply a sample of the Plan format. The Contractor will be monitored by the County for compliance with provisions of its Civil Rights Plan. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement (Attachment B) annually.
4. Equity – Contractor shall adhere to and participate in County efforts ensuring all individuals and communities have equal access and opportunity to health and wellbeing by providing culturally and linguistically appropriate services to all people of color and culture, age, disabilities, gender, sexual orientation or gender identity including people with limited English proficiency (LEP). Services provided must be respectful of and responsive to the cultural and linguistic needs of County residents.
  - a. Contractor shall assess the demographic makeup and population trends of its service area to identify the cultural and linguistic needs of the eligible service population. Such studies are critical to designing and planning for providing appropriate, effective and equitable services.
  - b. Contractor shall partner with and support community partners in addressing disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services. Partnering includes opportunities for partners and community members to design, implement and evaluate practices, and services ensuring equity and cultural and linguistic appropriateness.
  - c. Contractor shall work with County to communicate and provide opportunities for individuals and communities of color and culture to provide feedback on progress and outcomes achieved to address disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services.
  - d. Contractor shall recruit, promote and support a culturally and linguistically diverse workforce that is responsive to and represents the population being served. This includes trained and competent bilingual staff.
  - e. Contractor shall provide training to enhance its workforce knowledge on cultural and linguistic competence. Becoming culturally and linguistically competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost effective health and human services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect quality of care and is not cost effective.

- f. To ensure equal access to quality care for diverse populations, Contractors providing health and health care services may adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.
- g. Upon request, Contractor will provide County Human Services evidence of adherence to requirements listed above.

**L. NOTICES**

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or by email, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County  
Human Services Administration  
Contract Unit  
150 S. Lena Road  
San Bernardino, CA 92415  
Email: [hsascontractsunit@hss.sbcounty.gov](mailto:hsascontractsunit@hss.sbcounty.gov)

Deloitte Consulting LLP  
400 Capitol Mall, Suite 2700  
Sacramento, CA 95814  
Facsimile:  
Email: [nmerrill@deloitte.com](mailto:nmerrill@deloitte.com)

Notice shall be deemed communicated two (2) County working days from the time of mailing, facsimile, or email, if delivered as provided in this paragraph.

**M. ENTIRE AGREEMENT**

1. This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.
2. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

**N. LIMITATION OF LIABILITY**

Each party to this Contract or SOW/Letter of Authorization, its affiliates and subcontractors, and their respective personnel shall not be liable to the other party for any claims, liabilities, or expenses relating to or in connection with this Contract or SOW/Letter of Authorization ("Claims") for an aggregate amount in excess of the fees paid by County to Contractor under the SOW/Letter of Authorization, except (i) to the extent resulting from their gross negligence, bad faith or willful misconduct, or (ii) for payment for fees and expenses due under such SOW/Letter of Authorization. In no event shall a party to this Contract or SOW/Letter of Authorization, its affiliates or subcontractors, or their respective personnel be liable to the other party for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense, relating to or in connection with this Contract or SOW/Letter of Authorization. The terms of this Section shall not apply to any Claim for which one party has an express indemnification obligation under this Contract or SOW/Letter of Authorization. In circumstances where any limitations or exculpations set forth herein are unavailable, the aggregate liability of a party to this Contract or SOW/Letter of Authorization, its affiliates and subcontractors, and their respective personnel for any Claim shall not exceed an amount that is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim. For purposes of this Section, "Gross Negligence" shall mean a want of even scant care or extreme departure from the ordinary standard of conduct.

**IN WITNESS WHEREOF**, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

Deloitte Consulting LLP  
\_\_\_\_\_  
*(Print or type name of corporation, company, contractor, etc.)*

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name Michelle R. Peregrine  
*(Print or type name of person signing contract)*

Title Managing Director  
*(Print or Type)*

Dated: \_\_\_\_\_

Address 400 Capitol Mall, Suite 2700  
Sacramento, CA 95814

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
►  
Daniella V. Hernandez, Deputy County Counsel  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
►  
Lisa Rivas-Ordaz, Contracts Manager  
Date \_\_\_\_\_

Reviewed/Approved by Department  
►  
Jeany Glasgow, Director  
Date \_\_\_\_\_

**COMPLAINT AND GRIEVANCE PROCEDURE**

**INSTRUCTIONS: THE CUSTOMER IS TO READ AND RECEIVE THE TOP PORTION OF THIS FORM. THE BOTTOM PORTION OF THE FORM IS TO BE SIGNED BY SERVICE RECIPIENT AND PLACED IN THE CONTRACTOR'S RECORDS.**

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a complaint or tell us your grievance.

The following procedures are to be followed when filing a complaint or grievance.

**STEP ONE:**

Write down your complaint or grievance and talk to the service provider. Keep a copy for yourself and write down the date you talked to the service provider.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Two.

**STEP TWO:**

Send a copy of your written complaint or grievance, or discuss the complaint or grievance with your County Caseworker. Write down the date you spoke to your Caseworker or send the complaint and keep it with your copy.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Three.

**STEP THREE:**

Send a copy of your written complaint or grievance to the Program Specialist. If you would like a response, include your name, address and telephone number. Your personal information and your complaint and grievance details will be kept confidential.

HS Program Development Division  
Attn: Contracts Support Unit  
825 E. Hospitality Lane, 2nd Floor  
San Bernardino, CA 92415-0079  
909-383-9700

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Four.

**STEP FOUR:**

Send a copy of your written complaint or grievance to the Contract Analyst at:

HS Administrative Support Division  
Contracts Unit  
150 S. Lena Road  
San Bernardino, CA 92415-0515

You will be contacted within 10 calendar days if you have provided contact information.

**Please note:** Each of these steps must be completed in the sequence shown.

..... **Detach here** .....

**COMPLAINT AND GRIEVANCE PROCEDURE CERTIFICATION**

This certifies I have read, understood, and received the Complaint and Grievance Procedures.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

## COMPLAINT AND GRIEVANCE PROCEDURE

**THIS INFORMING NOTICE IS TO BE DISPLAYED IN CLEAR VIEW IN AREAS WHERE CLIENT WILL OBTAIN THE DIRECT SERVICE OR AS DELINEATED IN THE CORRESPONDING COUNTY CONTRACT. CLIENT IS TO BE PROVIDED A COPY OF THIS PROCEDURE UPON REQUEST.**

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding the services you received, you have the right to file a complaint or tell us your grievance.

The following procedures are to be followed when filing a complaint or grievance.

### **STEP ONE:**

Write down your complaint or grievance and talk to the service provider. Keep a copy for yourself and write down the date you talked to the service provider.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Two.

### **STEP TWO:**

Send a copy of your written complaint or grievance or discuss the complaint or grievance with your County Caseworker. Write down the date you spoke to your Caseworker or sent the complaint and keep it with your copy.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Three.

### **STEP THREE:**

Send a copy of your written complaint or grievance to the Program Specialist. If you would like a response, include your name, address and telephone number. Your personal information and your complaint and grievance details will be kept confidential.

HS Program Development Division  
Attn: Contracts Support Unit  
825 E. Hospitality Lane, 2nd Floor  
San Bernardino, CA 92415-0079  
909-383-9700

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Four.

### **STEP FOUR:**

Send a copy of your written complaint or grievance to the Contract Analyst at:

HS Administrative Support Division  
Contracts Unit  
150 S. Lena Road  
San Bernardino, CA 92415-0515

You will be contacted within 10 calendar days if you have provided contact information.

**Please note:** Each of these steps must be completed in the sequence shown.

**PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS**

**INSTRUCCIONES: El CLIENTE DEBE leer y recibir la parte superior de este formulario. La parte inferior del formulario debe ser firmado por el recipiente del servicio y colocarlo en los archivos del contratista.**

Si cree que ha sido discriminado o que, habido una violación de leyes o regulaciones, o si tiene un problema con respecto a los servicios que recibió, usted tiene el derecho de presentar una denuncia o informarnos de su queja.

Se deben seguir los siguientes procedimientos al presentar una denuncia o queja.

**PRIMER PASO:**

Escriba su denuncia o queja por escrito y hable con el proveedor de servicios. Guarde una copia para usted y escriba la fecha en que habló con el proveedor de servicios.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Segundo Paso.

**SEGUNDO PASO:**

Mande una copia de su denuncia o queja por escrito o hable con su Trabajador encargado del Caso del Condado sobre su denuncia o queja. Escriba la fecha en que habló con su Trabajador de Caso o cuando envió su queja por escrito y manténgala con su copia en sus archivos.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Tercer Paso.

**TERCER PASO:**

Mande una copia de su denuncia o queja por escrito al Especialista de Programa. Si desea una respuesta, incluya su nombre, dirección y número de teléfono. Su información personal y los detalles de su denuncia o queja se mantendrán confidencial.

HS Program Development Division,  
ATTN: Contracts Support Unit  
825 E. Hospitality Lane, 2<sup>nd</sup> Floor  
San Bernardino, CA 92415-0079  
909-383-9700

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Cuarto Paso.

**CUARTO PASO:**

Mande una copia de su denuncia o queja por escrito al Analista de Contratos a:

HS Administrative Support Division  
Contracts Unit  
150 S. Lena Road  
San Bernardino, CA 92415-0515

Será contactado dentro de 10 días calendarios si ha proporcionado su información de contacto.

**Por favor note:** Cada uno de estos pasos deben ser completados en la orden que se indica.

..... **Separar aquí.** .....

**CERTIFICACIÓN DEL PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS**

Esto certifica que he leído, entendido, y he recibido el Procedimiento para Denuncias y Quejas.

\_\_\_\_\_  
Firma del Cliente

\_\_\_\_\_  
Fecha

**PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS**

**ESTE AVISO INFORMATIVO DEBE MOSTRARSE EN VISTA CLARA EN AREAS DONDE EL CLIENTE RECIBIRÁ SERVICIO DIRECTO O COMO ESTÁ DELINEADO EN EL CONTRATO DEL CONDADO CORRESPONDIENTE. AL CLIENTE SE LE PROPORCIONARÁ UNA COPIA DE ESTE PROCEDIMIENTO CUANDO LO PIDA.**

Si cree que ha sido discriminado o que, habido una violación de leyes o regulaciones, o si tiene un problema con respecto a los servicios que recibió, usted tiene el derecho de presentar una denuncia o informarnos de su queja.

Se deben seguir los siguientes procedimientos al presentar una denuncia o queja.

**PRIMER PASO:**

Escriba su denuncia o queja por escrito y hable con el proveedor de servicios. Guarde una copia para usted y escriba la fecha en que habló con el proveedor de servicios.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Segundo Paso.

**SEGUNDO PASO:**

Mande una copia de su denuncia o queja por escrito o hable con su Trabajador encargado del Caso del Condado sobre su denuncia o queja. Escriba la fecha en que habló con su Trabajador de Caso o cuando envió su queja por escrito y manténgala con su copia en sus archivos.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Tercer Paso.

**TERCER PASO:**

Mande una copia de su denuncia o queja por escrito al Especialista de Programa. Si desea una respuesta, incluya su nombre, dirección y número de teléfono. Su información personal y los detalles de su denuncia o queja se mantendrán confidencial.

HS Program Development Division,  
ATTN: Contracts Support Unit  
825 E. Hospitality Lane, 2<sup>nd</sup> Floor  
San Bernardino, CA 92415-0079  
909-383-9700

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Cuarto Paso.

**CUARTO PASO:**

Mande una copia de su denuncia o queja por escrito al Analista de Contratos a:

HS Administrative Support Division  
Contracts Unit  
150 S. Lena Road  
San Bernardino, CA 92415-0515

Será contactado dentro de 10 días calendarios si ha proporcionado su información de contacto.

**Por favor note:** Cada uno de estos pasos deben ser completados en la orden que se indica.

**ASSURANCE OF COMPLIANCE STATEMENT**

**ASSURANCE OF COMPLIANCE WITH THE  
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES  
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Deloitte Consulting LLP

NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.8, as amended; California Government Code section 12940; California Government Code section 4450; Title 2, California Code of Regulations sections 11140-11200; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, gender identity, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief, or other applicable protected basis be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVES ASSURANCE THAT, it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

Deloitte Consulting LLP  
ORGANIZATION

## COST

| Work Area                                     | Description                                   | Rate            | Hours              | Amount           |
|---|---|-----------------|--------------------|------------------|
| Business Process Documentation and Validation | Project Manager                               | \$200           | 40 Hours           | \$8,000          |
|   | 6 BPR Resources:                              |                 | 560 Hours          | \$98,000         |
|   | • BPR Lead                                    | \$175           | 2,160 Hours        | \$324,000        |
|   | • 5 BPR Analysts                              | \$150           |                    |                  |
| Forms Development                             | 1 Technical Lead                              | \$175           | 50 Hours           | \$8,750          |
|   | 2 Forms Analysts – MS Word Forms Development* | \$150           | 1,600 Hours        | \$240,000        |
| IT Readiness                                  | 1 Technical Lead                              | \$175           | 130 Hours          | \$22,750         |
| <b>Blended Rate</b>                           |   | <b>\$153.10</b> | <b>4,540 Hours</b> | <b>\$701,500</b> |

**Up to two trips of up to four days in duration each are included as part of the cost above.**

### Payment Schedule

| Payment Point | Description   | Submission Date | Cost                    |
|---------------|---|-----------------|-------------------------|
| Monthly       | Monthly report summarizing activities completed for the month associated with the Services and total hours expended | Monthly         | Variable based on hours |

**Payment is based on time and materials for actual labor hours and materials used each month.**

### Rate Card for Services

The table below provides roles and associated rates per hour that can be leveraged for the provision of services in support of the CARES implementation readiness activities, including both planned and optional additional services. Total cost of services will not exceed the total contract amount of \$701,500.

| Role                                      | Rate per Hour |
|---|---------------|
| Project Manager                           | \$200         |
| BPR Lead                                  | \$175         |
| BPR Analyst                               | \$150         |
| Technical Lead                            | \$175         |
| Forms Analysts                            | \$150         |
| Training Development Analyst              | \$150         |
| End-User Coaching and Training Specialist | \$178         |



**ATTACHMENT D**  
**Levine Act -**  
**Campaign Contribution Disclosure**  
**(formerly referred to as Senate Bill 1439)**

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy.
- Contracts with labor unions regarding employee salaries and benefits.
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two (2) or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less.
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

**DEFINITIONS**

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the County's decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) There is shared management and control between the entities; or
- (3) A controlling owner (fifty percent (50%) or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent (50%) of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: Deloitte Consulting LLP
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
 Yes  If yes, skip Question Nos. 3-4 and go to Question No. 5          No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Not Applicable
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):  
Not Applicable
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

| Company Name                     | Relationship                   |
|----------------------------------|--------------------------------|
| Deloitte Touche Tohmatsu Limited | Global network of member firms |
| Deloitte LLP                     | US Member Firm                 |

6. Name of agent(s) of Contractor:

| Company Name   | Agent(s)       | Date Agent Retained<br>(if less than 12 months prior) |
|----------------|----------------|---|
| Not Applicable | Not Applicable | Not Applicable  |
|                |                |   |

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

| Company Name     | Subcontractor(s):    | Principal and//or Agent(s): |
|------------------|----------------------|-----------------------------|
| Solutions West   | Andrea Penny         | Renee Carter                |
| <u>CAYS, Inc</u> | <u>Wanda Pollard</u> | <u>Ramkumar Palu</u>        |

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

| Company Name   | Individual(s) Name |
|----------------|--------------------|
| Not Applicable | Not Applicable     |
|                |                    |

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors within the prior twelve (12) months, by any of the individuals or entities listed in Question Nos. 1-8?

No

Yes  If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to an member of the San Bernardino County Board of Supervisors involved with this Contract while award of this Contract is being considered?

No  If no, please skip question 11.

Yes  If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors, while award of this Contract is being considered and for 12 months after a final decision by the County.

**ANTI- LOBBYING CERTIFICATION**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor, Deloitte Consulting LLP, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## ATTACHMENT F

### Background Checks

Deloitte LLP and its subsidiaries (collectively the "Deloitte U.S. Firms") generally require that background investigations be conducted for all employees, partners, and principals at the time that they join the Deloitte U.S. Firms. Potential issues that are identified in the background investigation are reviewed on an individual case-by-case basis, in light of guidance from the Equal Employment Opportunity Commission and applicable federal, state and local law. This individualized assessment includes a determination of such factors as whether the issues identified are job related or pose a risk to the Deloitte U.S. Firms or to their respective employees, partners, principals, or clients. The type of background investigation performed depends on whether the individual joining one of the Deloitte U.S. Firms is a partner, principal or employee, and the level of the employee. While background investigations were not always performed on Deloitte U.S. Firms' personnel, and may not always have covered the same information, all background investigations of Deloitte U.S. Firms' personnel in the U.S. *currently* include the following, at a minimum:

- SSN verification: confirms a valid number and the names and addresses associated with that number
- Felony and misdemeanour conviction searches: searches of the following records for felony and misdemeanour convictions are performed for the last five years in areas of residence, work and school:
  - Federal courts
  - County courts
  - State repositories, where the state has made one available and it is reasonably accessible
    - A national criminal record database search, including the state sex offender registries.
    - Education confirmation: all education beyond high school confirmed
    - Employment confirmation: all professional employment in the last five years is confirmed
    - Searches of various government and criminal sanctions lists, such as SEC, OFAC, OIG/GSA, FDA, FBI Most Wanted, EU Terrorist Watch List, Interpol Watch List, etc.
    - Professional licenses: confirm relevant professional licenses

The U.S. India offices currently conduct the following background checks on new hires, at a minimum:

- Identity Verification
- Criminal checks: check all relevant court records for a five-year period
- Education confirmation: all university level education is confirmed
- Employment confirmation: all professional employment in the last five years is confirmed
- Searches of various government and criminal sanctions lists, including India specific and global databases.
- Professional licenses: confirm relevant professional licenses

**STANDARDS**

**FOR**

**EMPLOYEE CONDUCT**

**SAN BERNARDINO COUNTY**

**HUMAN SERVICES (HS)**

**DECEMBER 2009**

**REVISED MAY 2025**

## INTRODUCTION

The Standards for Employee Conduct establishes the framework in which San Bernardino County ("County") Human Services ("HS" or "Agency") employees can work effectively and be assured of the support of HS. Rules for every circumstance are not presented. Employees are expected to employ a positive attitude and a good judgment approach in performing job tasks and adhering to these Standards. These Standards are intended to provide clear, written, minimal standards for employees in the identified areas.

Simply stated, HS employees are to conduct themselves to reflect positively on the department's clientele and the general public. If an employee's activities become public knowledge, they should not be cause for embarrassment to the County, its clients, the general public, or the employee. Employees are to forego any business activity, personal or County related, which might conflict with the County's or the Agency's interests or which would entail unethical, illegal, or questionable actions. Employees are to observe the spirit of these Standards, which will frequently exceed legal requirements, as well as the laws, regulations, policies, and procedures pertaining to our operation. Whenever possible, related County, agency and departmental policies shall be referenced as these Standards are intended to amplify and support County policy for HS staff.

These Standards are intended for all employees, including regular employees (active status, probationary, training, etc.), unclassified, contract employees, temporary employees, students, interns and/or volunteers, etc. assigned within any HS department, however, please note that requiring adherence to these Standards does not grant an employee or volunteer Regular status. Some of the areas and specific standards included here will not apply to all positions in the department. Employees shall use common sense in determining if a cited area applies to them, based upon the requirements of completing their job. The information contained in this material is intended for HS staff regardless of employment status, classification or unit representation.

## TABLE OF CONTENTS

|        |   |    |
|--------|---|----|
| I.     | CODE OF ETHICS  | 1  |
| II.    | CONFLICT OF INTEREST  | 4  |
|        | Gifts   | 5  |
|        | Bribes and Kickbacks  | 5  |
| III.   | CONFIDENTIALITY   | 5  |
| IV.    | COUNTY PROPERTY, WORK AREAS and BUSINESS EQUIPMENT                        | 7  |
| V.     | WORK TIME and WORK HOURS  | 8  |
| VI.    | PROFESSIONAL WORK ENVIRONMENT   | 8  |
| VII.   | VIOLENCE and THREATS IN THE WORKPLACE                                     | 9  |
| VIII.  | APPEARANCE and DRESS  | 10 |
| IX.    | REPORTING REQUIREMENTS  | 10 |
| X.     | CLIENT/STAFF INTERACTION  | 11 |
|        | Relationships and Interactions with Minors                                | 12 |
|        | Physical Examinations   | 13 |
|        | Taking Clients Home or on Trips   | 15 |
| XI.    | TRANSPORTING CLIENTS  | 15 |
| XII.   | EMPLOYMENT OF RELATIVES and PERSONAL RELATIONSHIPS                        | 16 |
| XIII.  | ADOPTION BY DEPARTMENT EMPLOYEES  | 16 |
| XIV.   | FOSTER HOME LICENSE APPLICATION BY DEPARTMENT EMPLOYEES                   | 17 |
| XV.    | CONTACT WITH NEWS MEDIA   | 18 |
| XVI.   | CHANNELS OF COMMUNICATION   | 19 |
| XVII.  | CONTACT WITH BOARD OF SUPERVISORS, SENATORS and/or STATE ASSEMBLY OFFICES | 19 |
| XVIII. | CONTACT WITH GRAND JURY   | 19 |
| XIX.   | DISCIPLINARY ACTION   | 20 |
| XX.    | STATEMENT OF UNDERSTANDING  | 20 |

## **I. CODE OF ETHICS**

The Code of Ethics establishes minimum standards of employee conduct/behavior necessary for efficient business operations of the agency and/or each individual department within Human Services (HS). The intent is to strengthen public service, and to promote and maintain faith and confidence of the public in our department and its employees.

HS employees are agents of the public, serving for the benefit of the public and departmental clientele. As such, the highest standards of morality and ethics must be demonstrated. Truthfulness and honesty are an expectation of all employees on a daily basis. Inappropriate conduct that interferes with operations, discredits the County, or is offensive to clients or co-workers will not be tolerated.

Employees are expected at all times to conduct themselves in a positive manner in order to promote the best interests of the County. Appropriate conduct includes, but is not limited to, the following:

- A. Regarding the welfare and dignity of the individuals and families served as a primary obligation. Respecting the privacy of those served; becoming involved in people's lives only to the extent necessary to conduct business. Using information gained in professional relationships responsibly and appropriately following all policies regarding confidentiality.
- B. Officials and employees shall adhere to work rules and performance standards established for their positions by the appointing authority. (San Bernardino County Personnel Rule 1.3)
- C. Working to prevent or eliminate discrimination or the perception of discrimination on the basis of any protected class as defined by applicable federal and state law (e.g., race, color, religion, national origin, age, sexual orientation, disability).
- D. Giving precedence to professional and employment responsibilities over personal interests; distinguishing clearly between statements and actions performed as an individual versus those performed as a representative of the department in any communication, verbal or written, and in any public presentations or meetings where clientele, the public or news media may be present.
- E. All public officials and employees must demonstrate the highest standards of morality and ethics consistent with the requirements of their position and consistent with the law. (San Bernardino County Personnel Rule 1.2)
- F. Supporting agency and departmental goals and objectives, as established by the Assistant Executive Officer (AEO) for Human Services, Department Director or designee. In the performance of their duties, all officials and employees shall support governmental objectives expressed by the electorate and interpreted by the Board of Supervisors and the County programs developed to attain these objectives. (San Bernardino County Personnel Rule 1.3)
- G. Treating every person with whom you come into contact (including, but not limited to, clients, co-workers, other County employees, vendors and other members of the public) in a courteous and considerate manner. (San Bernardino County Personnel Rule 10.2.b.)

- H. Refraining from on-duty and/or off-duty behavior or conduct that is offensive or undesirable, or which is contrary to the County's best interests (see also Section VI, Professional Work Environment, of this document).
- I. Cooperating with departmental and/or County investigations, providing truthful and complete information, and maintaining confidentiality in all aspects of the investigative process and subsequent information following any investigation. (San Bernardino County Personnel Rule 10.2.g.)
- J. Reporting to work regularly and punctually, as scheduled, and being at the proper workstation, ready for work, at the assigned starting time. (Memorandum of Understanding, Standard Tour of Duty)
- K. Giving proper advance notice per departmental requirements whenever unable to work or report on time. (Memorandum of Understanding, Leave Provisions Article)
- L. Maintaining cleanliness and order in the workplace and work areas.
- M. Providing emergency services as required in the event of a "state of emergency" as determined by the Director of Emergency Services. These services may include administering first aid, helping to evacuate buildings, surveying and reporting structural damage, and preserving law and order to assist in orderly recovery operations. ([San Bernardino County Policy 13-01](#))

The following conduct is prohibited and individuals engaged in it will be subject to discipline, up to and including termination:

1. Discourteous treatment of the public or other employees. (San Bernardino County Personnel Rule 10.2.b.)
2. Dishonesty, including falsification of an official statement or document. (San Bernardino County Personnel Rule 10.2.j.)
3. Tardiness and absenteeism from work, including excessive absences for "emergency matters," excessive absence for unprotected illness or injury, or pattern of absenteeism (i.e., the work day following a holiday, calling in sick when vacation time was previously denied for the same day, regularly calling in sick on Fridays, etc.).
4. Possessing firearms or other defensive weapons on County property and/or while conducting County business unless otherwise specifically permitted by your job duties. ([San Bernardino County Policy 13-07](#))
5. Engaging in violent conduct (fighting, assaulting, threatening, intimidating, etc.) or making threats of violence, implied, actual, direct or indirect, directed toward any person, occurring at a County work place or in connection with the conduct of County business. ([San Bernardino County Policy 13-07](#))
6. Engaging in any form of sexual or other illegal harassment and/or discrimination. ([San Bernardino County Policy 07-01](#))
7. Possessing, consuming, selling, purchasing, distributing, manufacturing, or being under the influence of alcohol and/or illegal drugs (or prescription drugs if use

adversely affects the employee's ability to perform County employment safely and effectively) during employee's work hours, in County vehicles, personal vehicles used for County business, while in County uniform, or on County property. ([San Bernardino County Policy 07-17](#))

8. Disclosing confidential information, whether intentional or done negligently. This includes, but is not limited to: Client information, Personally Identifiable Information (PII), information from ongoing investigations, personnel information, etc.
9. Accessing confidential information that is not required to complete the employee's duties, such as, but not limited to, accessing the employee's own case and/or other personal information in a County system, file or other medium.
10. Knowingly falsifying, altering, or destroying any departmental documents, records or reports, including knowingly providing a falsified or altered document. (San Bernardino County Personnel Rule 10.2.j.)
11. Providing false testimony or statements within the course and scope of duties, i.e., court testimony, information provided to and/or during official court or other administrative processes, including administrative investigations.
12. Careless, negligent, misappropriation, waste, theft, or improper use of County property, vehicles, equipment, or funds, including use for private purposes or involving damage or risk of damage to property. This includes County property or property of co-workers or members of the public, including clients and vendors. (San Bernardino County Personnel Rule 10)
13. Misusing County communications systems, including e-mail, computers, Internet access, telephones, cellular phones, and other County-provided business equipment. ([San Bernardino County Policy Section 9](#))
14. Misusing County vehicles, including violations of law, such as, but not limited to, speeding, running red lights, parking violations, smoking in County vehicles, using County vehicles for personal use, or otherwise using such vehicles inappropriately.
15. Refusing and/or failing to follow management's instructions concerning a job-related matter or being insubordinate. (San Bernardino County Personnel Rule 10.2.q)
16. Playing pranks or engaging in horseplay.
17. Willful or negligent disobedience of any law, ordinance, Memorandum of Understanding, County or Department rule, regulation, policy or procedure. (San Bernardino County Personnel Rule 10.2.c)

The examples of impermissible behavior described above are not intended to be an all-inclusive list.

## II. CONFLICT OF INTEREST

The standard governing conflict of interest for Human Services (HS) employees is as follows:

“No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political association.

This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as defined herein. An employee is also subject to applicable provisions of the California Government Code, including but not limited to Sections 1090, 1126, 87100, and/or any other conflict of interest Code, policy or rule applicable to County employment.” (Refer to San Bernardino County Personnel Rule 1.8)

No employee shall grant any special consideration, treatment or advantage to any person beyond that which is available to every other person in similar circumstances.

Examples of activities that may be considered a conflict of interest include, but are not limited to:

- A. Having a second job or activity/enterprise outside the department, which adversely affects job performance and the ability to fulfill all responsibilities to the department, or which would reflect negatively upon the department if known.
- B. Referring, recommending, or “suggesting” that a client obtain requested goods or services from a business concern owned fully or in part by the employee, a spouse, relative, friend or acquaintance.
- C. Referring, recommending, or “suggesting” that a client obtain requested goods or services from private enterprises/companies that are not County and/or Department approved/sanctioned.
- D. Referring a client for private counseling to the employee’s firm or private business, or to an associate of a private counseling agency of which the employee is a co-partner or has any personal or business interest.
- E. Entering into a business or personal relationship with a client that may result in a conflict of interest for the employee or grants special consideration or treatment to the client.
- F. Arranging for two or more clients to enter into a business relationship.
- G. Directly providing and/or authorizing or attempting to unduly influence the receipt of public goods or services for relatives, friends and/or any other members of the public who have a relationship to the employee outside of the workplace.

**GIFTS**

Employees will not request gifts from anyone with whom they transact business on behalf of the County or from any person whose interests could be benefited through the employee's direct or indirect influence. Unsolicited gifts shall not be accepted without management approval.

Employees may not solicit or accept personal fees, commissions, or other forms of remuneration related to their work with the County. Employees shall consider what is likely to appear to be unethical or a conflict of interest in their employee interactions regarding matters other than departmental business.

If the employee has any question regarding the appropriateness of his/her activities, his/her supervisor shall be consulted.

**BRIBES and KICKBACKS**

Employees are required to report any attempts by clients, vendors, etc. to bribe and/or offer kickbacks to employees in exchange for any action/reason (e.g., enhancement to County services or dismissal of a Children and Family Services [CFS] case). This report should be made to the employee's chain-of-command and should be reported as soon as practicable.

**III. CONFIDENTIALITY**

No employee shall disclose protected and/or confidential information except as authorized or required by law, or otherwise use such information for personal gain or benefit.

**A. Confidentiality of Employee and Candidates for Employment Records**

Personnel records shall only be accessed, distributed, or shared as needed to conduct business. All personnel records, including electronic records, shall be confidential except when disclosure is required by law, including access to personnel files and protected personal information, including, but not limited to, employee name, Social Security Number, physical description, home address, home telephone number, education, financial matters, and medical, criminal or employment history.

Personnel actions regarding employees of the department are confidential, e.g., pending or past discipline. Typists must maintain confidentiality of the material.

Those assisting in the selection process are not to discuss information regarding any aspect of recruitment or selection with others outside of the process. Confidentiality of an applicant's qualifications, test content, exam results and selection interview results must be protected from others outside the process, including other applicants. All protected personal information of candidates for employment must be maintained confidentially.

**B. Confidentiality of Equal Employment Opportunity (EEO) Investigations**

Due to the sensitive nature of discrimination/harassment investigations, employees interviewed or directed to be interviewed must refrain from discussing the complaint, related actions, the questions asked of them, and/or their responses with anyone other than the investigator(s) and/or an authorized representative. Employees withholding information, failing to provide requested responses or documentation, or those who discuss the interview will be subject to disciplinary action per the County's Equal Employment Opportunity (EEO) Plan.

C. Confidentiality of Client Information

All client information is strictly confidential. Protected confidential information includes, but is not limited to: Name, Social Security Number, physical description, contact information (home address, telephone number, etc.), education, financial matters, public benefit status, medical, employment, or criminal history information, and any other information deemed to be confidential as per department requirements. Such information may be contained in verbal, printed, electronic or any other identifiable form or record.

Case record and specific client information shall not be discussed or disclosed except for legitimate business purposes. Case record information may only be discussed with fellow employees in confidential surroundings, for legitimate consultation purposes, such as multidisciplinary team (MDT) meetings.

Confidential information, unless otherwise permitted by law, shall not be discussed or exchanged between employees of Children and Family Services (CFS) and non CFS staff unless such discussion or exchange occurs in an MDT setting. Any information discussed or exchanged in an MDT setting between employees of CFS and non CFS staff shall not be discussed or disclosed outside the MDT by anyone participating in the MDT.

If cases are used for departmental authorized training, no protected client information may be identifiable through either written or verbal materials or other communication.

Every employee is responsible for maintaining the confidentiality of client information. When an employee discards client information, discarding shall be per department protocol. If no specific protocol exists, employees shall only discard client information in locked, confidential shred bins/areas. Under no circumstances should confidential client information be placed in a regular trash or recycling bin.

The Human Services Policy and Standard Practice (HSPSP) Manual contains a detailed description of the privacy and security requirements to be followed by employees, including, but not limited to, the use of e-mail, computer safeguards and security requirements. Employees are expected to be familiar with the privacy and security guidelines and to adhere to the practices and procedures contained therein.

Client privacy must be maintained to the fullest extent possible. No information may be provided through telephone or other electronic medium without first verifying the identity of the person to whom information is provided, that he/she is authorized to receive such information, and that confidentiality of the provided information is maintained. This is especially important when information is disseminated through mailing or electronic form. Staff should ensure that material is marked with confidential notifications and instructions for release.

If an employee encounters a client(s) during non-working hours, the employee must refrain from any comment or action that could identify the individual(s) as a client(s) of the department.

Neither client nor employee family members, relatives, friends, or individuals not directly related to the departmental function shall be present during home calls, office interviews, or job-related activities unless the client gives prior permission. (Exception: An individual who has officially been approved by the CFS Director as a

department volunteer, including an employee's spouse, may accompany the employee on department-related visits during late evening and early morning hours.)

**OTHER ACCESS TO INFORMATION UNRELATED TO JOB DUTIES (i.e., employees case/record, relatives, friends or acquaintances case/record)**

Knowledge and access to case records and information, including the content of reports, information from any County, state or federal database, or other related case information, is limited to the records and information necessary for the employee to complete his/her job duties.

Employees **SHALL NOT** access, view, or otherwise review any information pertaining to their own case/record, nor shall any employee review any information pertaining to a relative, friend or acquaintance. Employees shall not access, view, or otherwise review any information pertaining to any case/record in which the employee does not have a need to know in order to complete his/her duties.

Any access, discussion, and/or questions regarding an employee's own case/record shall only be conducted by the appropriate assigned worker or other person as designated by the appointing authority. This type of inquiry should not be conducted on County time. If an employee is uncertain with whom to inquire, questions should be directed to the employee's chain of command.

Breach of confidentiality, whether intended or done negligently, may lead to disciplinary action, up to and including termination from employment. A breach of confidentiality may subject the employee to civil penalties and criminal prosecution. Questions regarding confidentiality are to be directed to the employee's immediate supervisor or any available supervisor if the employee's supervisor is not available. (Refer to HSPSP Manual, Section 15-3)

**IV. COUNTY PROPERTY, WORK AREAS and BUSINESS EQUIPMENT**

It is contrary to department policy to accept employee's personal mail at any County worksite. Employees are not to direct personal correspondence or faxes to their office location.

Employees are prohibited from using County-owned equipment, materials, or property for personal benefit or profit unless specifically authorized by the Board of Supervisors as an element of compensation. (San Bernardino County Personnel Rules, Rule 1.7 – Use of Public Property)

Business equipment, including computers, cell phones, pagers, etc., is to be used only for County-related business purposes, and all messages sent, received, or stored are treated as business messages. The e-mail system shall not be used in violation of any law, San Bernardino County policy, or Agency policy, nor shall it be used to transmit defamatory, obscene, offensive, or harassing messages, or messages that disclose personal or confidential information without authorization. Access to the Internet shall be according to County and department guidelines.

Smoking is prohibited in all County-owned or leased buildings and in County vehicles. Outdoor smoking must be conducted a minimum of twenty (20) feet away from any access (doors, windows) to a County-facility, in compliance with County codes.

It is the department's practice not to authorize use of Human Services (HS) facilities for private organization meetings and other functions because of security and housekeeping reasons. Exceptions must be authorized by the Deputy Director(s) and Building Manager(s), and a staff person must attend and be responsible for securing the building. Use of HS facilities must be related to the Agency's functions.

County vehicles are not to be used for personal business. Employees shall know and follow County and Agency policies regarding use of vehicles. (Refer to [San Bernardino County Policy Section 8](#) and Human Services Policy and Standard Practice [HSPSP] Manual, Section 4)

HS building, gate and/or door codes are provided to employees for security purposes. These codes are not to be divulged to anyone, including family, friends, acquaintances, vendors, or other employees. Employees issued badges with door entry capabilities are prohibited from allowing any use by a third party.

## **V. WORK TIME and WORK HOURS**

During the hours covered by active County employment, no official or employee shall work for any other employer, nor shall the employee conduct or pursue any unauthorized activity for remuneration, e.g., selling real estate, making mortgage arrangements, etc.

Employees are permitted the use of County time and property to participate in department-sanctioned resource gathering activities when such activities are in support of the department's service delivery to clients. Employees soliciting fellow employees to purchase items on behalf of outside organizations (e.g., Girl Scouts) or for profit (e.g., Tupperware, Avon, insurance) shall limit the solicitation to employee lounge areas on the employees' own time. Employees shall not engage in such solicitation of the public and/or departmental clientele.

Employees must adhere to all policies regarding working hours, including the following sections in the Human Services Personnel Manual:

- Section 2 – Working Hours, FLSA, Tardiness and Supervisory Approval of Leave Time
- Section 5 – Flexible Working Hours and Alternate Work Schedule

## **VI. PROFESSIONAL WORK ENVIRONMENT**

Human Services (HS) is committed to promoting a productive, safe and professional work environment. As such, professional and courteous demeanor is required of all employees, volunteers and visitors.

Professional conduct includes maintaining appropriate client-employee boundaries. Employees are required to refrain from involvement with gossip, rumors and/or misinformation, including discussion regarding employee or client's work life, personal issues, personnel and/or disciplinary matters, etc. Fostering or encouraging the circulation of gossip, rumors and/or misinformation is prohibited.

Employees are expected to maintain and support a productive work environment that is free from harassing or disruptive activities. Verbal or physical conduct by any employee that

disrupts, harasses, or interferes with another's work performance or that creates an intimidating, offensive, or hostile environment as defined by law, is prohibited.

Sexually harassing or offensive conduct in the workplace is prohibited. This conduct includes:

- A. Unwanted physical contact or conduct of any kind, including sexual flirtations, touching, advances, leering or propositions.
- B. Verbal abuse of a sexual nature.
- C. Demeaning, insulting, intimidating or sexually suggestive comments about an individual's dress or body.
- D. The display in the workplace of demeaning, insulting, intimidating or sexually suggestive objects or pictures, including nude photographs.
- E. Demeaning, insulting, intimidating, or sexually suggestive written, recorded or electronically transmitted messages.

Any of the above conduct or other offensive conduct referring to or directed at any individual or group of individuals including, but not limited to, employees, clients, visitors, vendors, volunteers and other members of the public is prohibited.

Any employee who believes that another employee's, or non-employee's, actions or words constitute harassment as defined herein has a responsibility to report the situation as soon as possible to either his/her supervisor, the County Equal Employment Opportunity (EEO) Office, or the department Human Resources Business Partner (HRBP), as per [San Bernardino County Policy 07-01](#).

No form of harassment will be tolerated. This includes harassment for race, color, ancestry, religion, gender, age, national origin, medical condition, sexual orientation, marital status, mental or physical disability, or because a person perceives that another person has one or more of those characteristics, and/or retaliation in the form of adverse employment actions, for reporting or threatening to report harassment, or for participating in related investigations, proceedings or hearings, and /or any other status protected by law.

## **VII. VIOLENCE and THREATS IN THE WORKPLACE**

[San Bernardino County Policy 13-07](#) and Human Services Policy and Standard Practice (HSPSP) Manual, Section 6-3, have a zero-tolerance standard concerning threats and violent behavior in the workplace.

No person shall engage, or be allowed to engage, in violent behavior or making threats of violence, implied, actual, direct or indirect, at a County workplace or in connection with the conduct of County business.

- A. All threatening comments or behavior, implied, actual, direct or indirect, will be taken seriously and will not be dismissed as "joking/kidding," "harmless," or "just blowing off steam."
- B. Employees who engage in violent or threatening behavior against co-workers or any other person in connection with County business will be subject upon first occurrence

to legal action by law enforcement authorities and disciplinary action, up to and including termination.

- C. Non-job-related offensive weapons of any type (e.g., firearms, knives, clubs, etc.) are forbidden on County property and are forbidden from being possessed during the course of County employment.

## VIII. APPEARANCE AND DRESS

The County-wide dress and grooming policy is described in [San Bernardino County Policy Section 07-16](#) and Human Services Policy and Standard Practice Manual (HSPSP) Section 14-1. The policy became effective February 7, 2006 (updated January 9, 2024), and applies to all county employees, which includes, but is not limited to, all Human Services (HS) departments. The policy states:

“San Bernardino County is a professional organization. All employees will present a professional appearance in order to promote a positive image. The appropriateness of dress and grooming has an impact on how staff members, other County departments, and outside agencies perceive employee professionalism. Employees are relied on to exercise common sense and good judgment that aligns with the spirit of County values and direction regarding clothing and appearance in the workplace and to dress in a manner that is consistent with this policy.”

This policy applies to all employees, regardless of classification, and is consistent with community standards. A copy of this policy is provided to all HS employees at the time of hire by HS Personnel. All employees are required to sign an acknowledgement verifying that the policy has been read and understood.

Questions regarding the appearance of an individual employee can usually be resolved between the employee and the immediate supervisor. Supervisors are responsible for explaining and enforcing the dress and grooming policy. Issues or disagreements arising out of the enforcement of this and departmental dress and grooming policies shall be reviewed by the department head or designee, and/or the department’s Human Resources Business Partner (HRBP).

As per the dress code, the department may allow a “casual dress” day. The appointing authority for HS has approved staff to wear denim jeans and tennis shoes on casual Fridays, as appropriate. However, clothing and shoes must be clean and in good repair. Employees are still expected to present a neat appearance and must adhere to all other provisions of the Standards of Dress and Grooming Policy.

## IX. REPORTING REQUIREMENTS

### A. Child Abuse and Neglect Reporting Requirements

In accordance with state law, all employees hired by Human Services (HS) on or after January 1, 1985, are required to sign a statement indicating they will comply with the provisions of Penal Code (PC) Section 11166.5(a), which reads as follows:

On and after January 1, 1985, any mandated reporter (as specified in Section 11165.7) with the exception of child visitation monitors, prior to commencing his or her employment, and as a prerequisite to that

employment, shall sign a statement on a form provided to him or her by his or her employer to the effect that he or she has knowledge of the provisions of Section 11166 and will comply with those provisions. The employer shall provide a copy of Sections 11165.7, 11166 and 11167 to the employee.

Penal Code Section 11166 requires mandated reporters who have knowledge of or observe a child in their professional capacity, or who reasonably suspect a child has been the victim of child abuse or neglect, to report the suspected abuse or neglect. All employees of HS are mandated reporters who, with signature of this document, acknowledge and pledge that they will comply with the Penal Code provisions.

**B. Elder and Adult Abuse Reporting Requirements**

In accordance with state law and County policy, all employees of HS as of January 1, 1986, and those hired after that date, are required to sign a statement of compliance, attesting to their understanding of mandated reporter responsibilities. Mandated reporters for elder and dependent adult abuse are described in Welfare and Institutions Code (WIC) Sections 15630(a) and 15630.1(a). Definitions of elder and dependent adult abuse types are found in WIC Sections 15610-15610.65.

WIC mandates all HS employees who, within the scope of their employment, have knowledge of, observe, or suspect elder or dependent adult abuse to report such incidents by phone immediately or when practically possible. Reporters are then required to file a written report within 36 hours.

HS employees must comply with all reporting requirements. All employees must inform their supervisor if they have not signed the required statements. Failure to comply with all reporting requirements may result in disciplinary action, and civil and/or criminal action.

Law enforcement should be contacted in the event of child abandonment or abuse occurring in the lobby of a HS facility, such as in a Transitional Assistance Department (TAD) or Department of Child Support Services (DCSS) lobby, or Preschool Services Department (PSD) child care site.

**X. CLIENT/STAFF INTERACTION**

The employee's primary responsibility is to the clients we serve. Employees are to respect the privacy of clients and to hold in confidence all information obtained in the course of professional service. However, employees have a responsibility to report information that affects clients' eligibility for Human Services (HS) programs. Employees are to maintain strictly professional relationships with clients and should always remain mindful of situations that undermine those professional relationships.

If an employee and an adult client know each other socially, specific policies and procedures must be followed with respect to case carrying responsibility and location of the adult client's case.

Transitional Assistance Department (TAD) staff shall refer to the Operations and Reference Handbook (ORHB), Employee, Employee Relative or Employee Friends Application and Services section, for the specific policies that staff shall follow.

HS staff shall adhere to the following policies regarding social relationships with clients: The employee shall not be the worker for the case, nor shall any employee, such as a clerk,

who has a social relationship with a client served by the employee's unit of assignment, have any responsibility for the case. If feasible, the case shall be transferred out of the employee's unit of assignment. In all instances where there is a social relationship between an employee and a client, the employee must inform his/her supervisor. The supervisor shall make a recommendation on the appropriate handling of the case to the next level of supervision or management. The supervisor or manager shall affirm the recommendation or direct another solution to the problem. Failure by an employee to notify his/her supervisor of a social relationship with a client may result in disciplinary action.

Protective Services cases involving employees or their families or relatives shall be brought to the attention of the Deputy Director in the employee's chain of command, by any informed source.

All employees of Preschool Services Department (PSD) acknowledge and agree to adhere to the State of California - Health and Human Services Agency, Department of Social Services, Personal Rights Section 101223 requirements. All employees shall report to their supervisor any situation during which a child may be endangered or where any of the above standards have been violated or are suspected of being violated.

### **RELATIONSHIPS and INTERACTIONS WITH MINORS**

In their role as social worker and/or caregiver, employees must maintain a professional relationship with minors. The employee is not to assume the role of foster parent or adoptive parent, or attempt to gain guardianship of any child, while a caseworker or supervisor in Children and Family Services (CFS) and/or Preschool Services Department (PSD).

To protect the rights of the employee, as well as this vulnerable population, the following standards of conduct must be observed:

- A. Employees shall not give their home address, home telephone number or personal cell phone number to a minor or minor's family. Employees should be aware that their personal cell phone number may show on a client's caller identification (ID).

Employees shall not use physical force or physical punishment against a minor at any time, even if the minor is verbally abusive and/or is provoking the employee. An exception to this standard is the use of physical restraint when a minor is in danger of hurting himself or others.

- B. Employees shall not engage in any sexual activity with minors. Employees shall not allude to, elicit, or promise sexual favors.
- C. Employees shall not discuss topics of a sexual nature with minors, unless it is job-related. Employees shall not provide examples of their own sexual experiences to minors. Any question as to appropriateness of topic should be directed to the supervisor prior to engaging in such conversation.
- D. Employees shall not deprive minors of food, clothing, sleep, or other basic necessity, for any reason.
- E. Employees shall not use language that could be construed as demeaning or humiliating towards, or in the presence of, minors.
- F. Employees shall not give minors any illegal or contraband items including, but not limited to, drugs of any kind, alcohol, or weapons.

- G. Employees shall not loan, give to, or borrow money from a minor.
- H. Employees shall not photograph minors unless it is required to document child abuse or neglect or is approved by the court. This information is located in the CFS Policy Handbook, Intake Volume, Chapter C. Staff is expected to use these guidelines when dealing with the issue of photographing minors.

### **PHYSICAL EXAMINATIONS**

There is no situation that justifies an employee of the department examining an adult client. Personal care and paramedical services are provided under the In-Home Supportive Services (IHSS) Program; however, providers are not employed by the department and are not qualified or authorized to complete physical examinations.

Employees of the department are not authorized to perform physical examinations of children; however, it is recognized that in the course of investigating allegations of maltreatment of children, it may be necessary to undress a child to determine the extent of the injuries. Because of the need to safeguard the rights of employees, as well as those of children, Children and Family Services (CFS) employees in San Bernardino County shall use the guidelines below concerning examining a child.

A parent or legal guardian may voluntarily rearrange or remove some of the clothing and/or remove an article of clothing of their child for the social worker to assess for suspected abuse and/or maltreatment (if appropriate). The parent or legal guardian must rearrange or remove the article of clothing **not** the social worker. The appropriateness of rearranging the clothing and/or disrobing should be assessed in conjunction with:

- Explaining the need to assess in order to ascertain safety.
- Having another adult present.
- Assessing the child's comfortability, including asking the child's permission. If the parent does not consent or the child refuses, the social worker should consult with supervision to determine whether an immediate medical examination is necessary or if the child needs to be seen at the Children's Assessment Center (CAC) for a forensic exam.

**Note:** Consent of the parent or legal guardian for the rearrangement of some of the clothing and/or to remove an article of clothing to assess for suspected abuse and/or maltreatment **is not** required for children in out-of-home care.

If the parent/other responsible adult refuses to allow a determination of a child's injuries, a detention warrant must be obtained and executed before attempting to determine the extent of injuries to the child or arranging for a physical examination by an appropriate medical practitioner. (Refer to CFS Policy Handbook, Intake Volume, Chapter C.)

- A. In all assessments involving suspected abuse or neglect and maltreatment, all children in the family should be observed by the social worker for injuries or other signs of trauma that are readily apparent while they are dressed (i.e., on limbs, face). This can be done in a casual manner in the course of home visits or any other site of contact with the child.

B. A parent or legal guardian must voluntarily consent to rearrange some of the clothing and/or remove an article of clothing of their child. The basis for undressing a child is determined by information contained in the allegations, evidence, and physical abuse or neglect that is in plain view, and statements from victims, parents and other third parties.

C. Social workers are to only take photographs:

- Using a County-owned mobile device.
- With parental consent, an interview/detention warrant, or after a court order is obtain.
- Of exposed/visible areas of a child when there is a need to document the suspected abuse or neglect as part of the investigative process and no other agency is available to take the photos timely.

Social workers should not take pictures of injuries when any of the following conditions exist:

- Another agency is willing to take the pictures, or the situation indicates it is more appropriate for other agencies to take the pictures (e.g., law enforcement, medical personnel). This could also apply to taking pictures of household conditions.
- The injuries are located in the genital areas (these are to be referred to medical personnel).
- If the parent/other responsible adult refuses to allow a determination of the child's injuries, an interview/detention warrant must be obtained and executed, and the child should be transported to the Children's Assessment Center (CAC) or the emergency room for any photographs that require the child to disrobe.

**Note:** Under no circumstances should the sexual organs of the child be touched, photographed or examined closely while investigating the extent of injuries. If this kind of examination is necessary, it must be referred to appropriate medical personnel.

D. Physical examinations and/or procedures conducted by medical personnel *may not* be conducted for investigative purposes unless there is:

- Court ordered notice to the parent/s with an opportunity to be heard; or
- Reasonable concern that evidence of trauma/abuse may dissipate during the time necessary to obtain a detention warrant or other court order or parental consent.

If the parent/other responsible adult refuses to allow a determination of the child's injuries, a detention warrant must be obtained before attempting to determine the extent and cause of injuries to the child or arranging for a physical examination by an appropriate medical practitioner.

E. Under urgent circumstances, when the parent/other responsible adult refuses to give consent to an examination and there are physical injuries of sufficient severity so as to place the child in imminent danger of risk to life or limb if urgent medical care is not received, the social worker will:

- Consult with his/her supervisor;
- Call 911 for assistance of law enforcement;
- Call 911 for emergency treatment of injuries requiring immediate medical attention; and
- Take the child into protective custody for medical treatment and care by medical personnel, using the services of an ambulance/paramedic if injuries are severe or potentially severe.

Under such urgent circumstances, a detention warrant is not required before initiating examination of the child's injuries. However, the parent/other responsible adult must be given the opportunity to be present during a physical examination of the minor.

### **TAKING CLIENTS HOME OR ON TRIPS**

Employees are expected to maintain professional relationships with clients (children and adults) at all times. Employees are prohibited from taking clients to their (the employee's) homes. Any exception to this policy requires the prior written approval of the Director of Children and Family Services (CFS) or Department of Aging and Adult Services-Public Guardian (DAAS-PG).

Employees are prohibited from taking minors or adults on trips, unless the trip is authorized in accordance with procedures of the department. An example of such an authorized trip is transportation of a minor out of state for court-ordered placement, visitation or necessary medical treatment.

## **XI. TRANSPORTING CLIENTS**

Employees will not carry passengers in a County vehicle except in cases where there is a relationship to County business such as California Work Opportunity and Responsibility to Kids (CaWORKs) customers, Children/Adult Services clients, or other specifically approved business. Passengers must complete a Release and Hold Harmless Agreement as required by the Department of Risk Management (DRM). Refer to Human Services Policy and Standard Practice Manual (HSPSP), Section 4-2.

Transportation of any client requires an awareness of the potential problems that may arise. Judgment should be exercised in casework situations to determine whether other means of transportation would be more appropriate (i.e., ambulance or police vehicle). Employees transporting clients should use the "estimated time of arrival" (ETA) process (i.e., indicating their ETA for arrival at time of departure and then notifying their supervisor by phone when they arrive at their destination).

Whenever possible, employees should also have a staff member of the opposite sex accompany them when transporting a client of the opposite sex. Clients are to be transported in a County vehicle. Children **MUST** be secured in an appropriate passenger restraint (safety seat or booster seat) **IN THE BACK SEAT OF THE VEHICLE**, per state law requirements (currently six years old and at least 60 pounds).

## **XII. EMPLOYMENT OF RELATIVES and PERSONAL RELATIONSHIPS**

County policy prohibits the following:

- A. The appointment to a position by or working in a position under the direct or indirect supervision of, a relative (except for those specifically approved by the Board of Supervisors or the Civil Service Commission for the effective operation of a department). Relatives should not work under the same immediate supervisor, nor in such close work proximity that one checks or completes work or financial operations performed by another.
- B. Relative is defined by County Policy and in these Standards as: Spouse as defined by California Labor Code Section 233, domestic partner as defined by California Family Code Section 297, child, parent, sibling, parent/sibling-in-law, grandparents, grandchild, aunt, uncle, nephew, niece, foster child, ward of the court, or any step relations.

Failure on the part of an employee to notify his/her supervisor that s/he has a relative in the department is a violation of this policy. Violation of policy may be cause for disciplinary action for any participating employee or supervisor.

In instances where there is a close social relationship, such as dating, engagement, and/or cohabitation between two employees in the same unit, or in circumstances where one employee supervises, may supervise, or has work authority over the other employee (i.e., coverage or in the other employee's chain of command), the employee must inform his/her supervisor as soon as reasonably possible. If the potential for conflict of interest exists, the supervisor may make a recommendation to the next level of supervision or management. The supervisor or manager shall take action to affirm the recommendation or direct another solution to ensure minimal impact to the workplace.

In instances where staff reassignments take place, and an employee has a relative in that prospective assignment or is in a social relationship as described above with another employee in the prospective assignment, the employee(s) is expected to notify his/her chain of command as soon as possible and prior to any reassignment taking place.

## **XIII. ADOPTION BY DEPARTMENT EMPLOYEES**

Although rare, there *are* instances when a Children and Family Services (CFS) or Human Services (HS) employee assigned to a CFS program, or their relatives, may apply to adopt or to provide foster care for a San Bernardino County CFS supervised child. Placement of a CFS supervised child with a CFS employee, an HS employee assigned to a CFS program, or the relatives of a CFS or HS employee, for adoption or foster care purposes, will be reviewed on a case-by-case basis by the CFS Deputy Director for the Placement Resources Division and referred to the CFS Director or designee for appropriateness prior to placement. The CFS Director will resolve any disagreement about the appropriateness of accepting or declining the application. For information on assessments and approvals of CFS employees for placements of relative children, see the section on "Special Circumstances" in this chapter.

The CFS programs include, but are not limited to:

- All CFS staff
- Transitional Assistance Department Foster Care
- Workforce Development (e.g. Master of Social Work [MSW] Intern Supervision Program)
- Juvenile Court Services
- Research Outcomes and Quality Support
- Program Development Division
- Program Integrity Unit (reviewing CFS files)
- County Counsel (representing CFS)

If the HS employee is not involved in any of the CFS programs, the employee may submit an adoption application to the San Bernardino County Adoption Services (CAS), provided the employee has **no access** to confidential CFS information. Employees eligible to submit an application are subject to the same requirements as any other prospective adoptive parent. CFS reserves the right to refer the employee to another County or private adoption agency if it perceives that accepting the application may cause a conflict of interest, a breach of confidentiality, or if casework practice warrants the referral to another agency.

A relative of a HS employee may file an application to adopt a child through San Bernardino County if the employee is not involved in any of the CFS programs and does not have access to any CFS child's specific information. Relatives of employees who are working in a CFS program will be considered on a case-by-case situation and possibly referred to an adjacent County or private adoption agency for the adoption process.

Acceptance of an application to adopt from a HS employee or a relative of a HS employee must be approved by the Placement Resources Deputy Director prior to the submission of the application. Any disagreement about the appropriateness of acceptance or declining the application will be resolved by the CFS Director. Further information regarding this policy can be found in the CFS Administrative Operations Handbook, Part 2, Chapter I.

#### **XIV. FOSTER HOME LICENSE APPLICATION BY DEPARTMENT EMPLOYEES**

Foster Care placement of a CFS supervised child with a CFS employee, an HS employee assigned to a CFS program, or the relatives of a CFS or HS employee, can be approved under special circumstances. Such requests will be reviewed on a case-by-case basis by the CFS Deputy Director for the Placement Resources Division and referred to the CFS Director or designee for appropriateness prior to placement. The CFS Director will resolve any disagreement about the appropriateness of accepting or declining the application. For information on assessments and approvals of CFS employees for placements of relative children, refer to the "Special Circumstances" section in the Administrative Operations Handbook, Part 2, Chapter I.

A Human Services (HS) employee residing in San Bernardino County may apply for a license to provide foster care in San Bernardino County, either through the County or through a Foster Family Agency (FFA), and receive placements of San Bernardino County clients, if the employee is not working in a CFS program and does not have access to confidential client information.

Due to the high risk of liability (to staff members and CFS) that could result from real or perceived conflicts of interest, CFS will:

- Allow CFS staff to become County Licensed foster parents via surrounding counties, as long as they only accept children with jurisdictions other than that of San Bernardino County,
- Not allow CFS staff to become certified through any Foster Family Agency (FFA), and
- Recommend for CFS staff wishing to adopt children, to apply through private adoption agencies or other surrounding counties.

Further information regarding this policy can be found in the CFS Administrative Operations Handbook, Part 2, Chapter I.

Due to the potential for rise of varying financial and other conflicts of interest, CFS and HS employees assigned to CFS programs may not be referred to any FFA for certification as foster parents. Although historically, the certified CFS or HS employee would only receive placements for children supervised by other counties, such practice does not prevent the rise of other real or seeming improprieties. Some examples of these include:

- Lobbying for placements within their certifying FFA,
- Biased decisions about any placements within that FFA, and
- Removals from any of the certifying FFA's homes, due to allegations of neglect or abuse (whether in the child's best interest or not).

A relative of a HS employee may file an application to obtain a foster care license and have a San Bernardino County child placed in their home if the relative does not work in any CFS program and does not have access to confidential child information.

If the relative works in a CFS unit, the applying relative may file for and receive a foster home license. Placement of a San Bernardino County foster child would be considered on an individual case basis prior to any such placement.

A San Bernardino County CFS social worker may not place any child in his/her caseload in a relative's home.

Acceptance of an application to provide foster care by a HS employee or a relative of a HS employee must be approved by the Deputy Director of the Placement Resources Division prior to the submission of the application. Any disagreement about the appropriateness of acceptance or declining the application will be resolved by the CFS Director. Further information regarding this policy can be found in the CFS Administrative Operations Handbook, Part 2, Chapter I.

## **XV. CONTACT WITH NEWS MEDIA**

Information that does not violate any confidentiality laws, regulations or departmental policies is considered to be public information. It is the desire of Human Services (HS) to be responsive to inquiries and program information requests in a timely manner.

Media requests of a controversial nature are to be directed to the appropriate department head/designee, or County Public Information Officer in the department

head/designee's absence. The County Public Information Officer should be kept apprised of all media contact of a controversial or potentially controversial nature.

Routine requests for information should be directed as indicated in the Human Services Policy and Standard Practice Manual (HSPSP), Section 12, Requests for Information.

The HS Communications Manager should also be kept apprised of media contacts concerning HS issues.

#### **XVI. CHANNELS OF COMMUNICATION**

In general, communication between employees will follow a horizontal and/or vertical path and will remain professional and courteous at all times.

Vertical channels (between managers, supervisors and subordinate staff) should always remain open to allow all information to flow up or down the chain-of-command. Employees are expected to follow the vertical chain-of-command when contacting those of progressively higher rank. For example, for general problem resolution, an employee should go to the immediate supervisor who, if necessary, will go to the manager, etc. Should the employee have reason to believe that the immediate supervisor is the problem, it may be permissible to contact the immediate supervisor's manager directly.

Horizontal channels should also always be open to allow information to flow between those of equal rank or authority (i.e., co-workers). This can be done in a formal setting (staff meetings) or on a day-to-day basis in the course of daily work.

Nothing in this section shall preclude an employee, volunteer, and/or client from contacting Human Resources or any state or federal agency, as applicable, outside of the normal channels of communication described herein; however, consideration should be given to mitigating issues and concerns utilizing the appropriate channels whenever possible.

#### **XVII. CONTACT WITH BOARD OF SUPERVISORS, SENATORS and/or STATE ASSEMBLY OFFICES**

Generally, the Assistant Executive Officer (AEO) for Human Services (HS), department Directors or Deputy Directors will carry out department contact with Board of Supervisor (BOS) members, directly or by delegation.

When BOS office staff request information from an employee, the employee shall convey the request to his/her supervisor. Confidentiality of client information applies to contacts with the BOS and BOS staff. If the information affects the way programs are carried out, the employee shall report the contact to the department Director or Deputy Director, through the chain-of-command. Information concerning routine business need not be reported. If the employee is unsure if the information should be reported, the employee should report the BOS contact through the chain-of-command.

#### **XVIII. CONTACT WITH GRAND JURY**

Any staff member possessing accurate information on specific subject matter may answer inquiries from the Grand Jury. However, employees who have been asked to respond to such inquiries should recommend to the Grand Jury member that the appropriate Deputy

Director also be consulted on the matter. The Deputy Director shall be notified through the established chain-of-command of the inquiry and all subsequent actions. The Deputy Director shall, in turn, provide this information to the department Director.

Grand Jury members may review case records if the records are related to the work being conducted. The Deputy Director or designee shall determine if a member of the Grand Jury shall be permitted access to confidential case records.

**XIX. DISCIPLINARY ACTION**

All employees of Human Services (HS), whether in Classified or Unclassified service, shall adhere to these Standards for Employee Conduct, in addition to all applicable rules, policies, and regulations of their departments and San Bernardino County. Violation of these standards/policies will subject employees to disciplinary action, as per the San Bernardino County Personnel Rules, Rule 10 and/or any provision in an employee's contract pertaining to discipline.


The Personnel Rules are available from the Department of Human Resources – Employee Relations and can also be found electronically via the Countyline Intranet page by navigating to the Human Resources/Employee Relations home page located at: <https://wpcl.sbcounty.gov/hr/>. Employees are expected to review the Personnel Rules and to direct any questions to their supervisor. If an employee does not have access to a computer and/or to the Internet, he/she should request a hard copy of the Personnel Rules from his/her supervisor.

**XX. STATEMENT OF UNDERSTANDING**

Human Services (HS) employees are required to read the Standards for Employee Conduct and sign a statement attesting they have read and understand its contents. Only the attached Statement of Understanding needs to be filed in the employee's Official Personnel File. A copy should also be maintained in the supervisor and/or department working file.

The Standards for Employee Conduct should be staffed at time of hire. Thereafter, the Standards should be staffed annually, when the Standards are revised, and additionally at the supervisor's/manager's discretion.

Employees refusing to sign the Statement are not exempt from compliance with the Standards for Employee Conduct. The employee's supervisor is available to answer any questions the employee may have.

|   |   |   |
|---|---|---|
|    | <b>COUNTY OF SAN BERNARDINO</b><br><b>POLICY MANUAL</b> | No. 07-01<br>PAGE 1 OF 4<br>EFFECTIVE DATE March 20, 2018                 |
| <b>POLICY PROHIBITING DISCRIMINATION,<br/>         HARASSMENT AND RETALIATION</b>   |   | <b>APPROVED</b><br><b>ROBERT LOVINGOOD</b><br>Chair, Board of Supervisors |
| <p><b><u>POLICY STATEMENT AND PURPOSE</u></b><br/>         The County of San Bernardino (County) is committed to providing an environment free of discrimination, harassment, including sexual harassment, and retaliation.</p> <p><b><u>DEPARTMENTS AFFECTED</u></b><br/>         Board of Supervisors, Elected Officials, all County Agencies and Departments, Board-Governed Special Districts, and Board-Governed Entities.</p> <p><b><u>POLICY</u></b><br/>         The County prohibits discrimination, harassment and retaliation by all persons involved in or related to the County's business or operations, which includes, but is not limited to: any County elected official; any employee of the County, including supervisors, managers, and co-workers; applicants; contract employees; temporary agency employees; interns; volunteers; contractors; all persons providing services pursuant to a contract, including suppliers and customers; and all other persons with whom individuals come into contact while working. Conduct does not need to rise to the level of a violation of law in order to violate this Policy.</p> <p>The County prohibits and will not tolerate discrimination, harassment and/or retaliation on the basis of:</p> <ul style="list-style-type: none"> <li>• Race</li> <li>• Religion (includes religious dress and grooming practices)</li> <li>• Color</li> <li>• National Origin (includes language use restrictions and possession of a driver's license issued pursuant to California Vehicle Code section 12801.9 [authorizing the DMV to issue a driver's license to a person who is unable to prove that their presence in the United States is authorized under federal law])</li> <li>• Ancestry</li> <li>• Disability (mental and physical, including HIV and AIDS, cancer and genetic characteristics)</li> <li>• Medical Condition (genetic characteristics, cancer or a record or history of cancer)</li> <li>• Genetic Information</li> <li>• Marital Status/Registered Domestic Partner Status</li> <li>• Sex/Gender (includes pregnancy, childbirth, breastfeeding and/or related medical conditions)</li> <li>• Gender Identity/Gender Expression/Sex Stereotype/Transgender (includes persons who are transitioning, have transitioned, or are perceived to be transitioning)</li> <li>• Sexual Orientation</li> <li>• Age (40 and above)</li> <li>• Military and Veteran Status</li> <li>• Any other basis protected by applicable federal, state or local law or ordinance or regulation.</li> </ul> <p>These classes and/or categories are the "Protected Class(es)" covered under this Policy. For more information, visit <a href="http://www.dfeh.ca.gov/Employment">www.dfeh.ca.gov/Employment</a>.</p> <p>The County also prohibits and will not tolerate discrimination, harassment and retaliation based on the perception that an individual is a member of one or more of the Protected Classes, or is associated with a person who is or is perceived to be a member of one or more of the Protected Classes.</p> |   |   |

**COUNTY OF SAN BERNARDINO  
POLICY MANUAL**

No. 07-01  
PAGE 2 OF 4  
EFFECTIVE DATE March 20, 2018

The County also prohibits and will not tolerate retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations, hearings, or other proceedings regarding a complaint under this Policy.

**1. DISCRIMINATION PROHIBITED**

The County prohibits discrimination against any employee, job applicant or unpaid intern in hiring, training, promotions, assignments, termination, or any other term, condition, or privilege of employment on the basis of a Protected Class.

Discrimination can also include failing to reasonably accommodate qualified individuals with disabilities or an individual's religious beliefs and practices (including the wearing or carrying of religious clothing, jewelry or artifacts, and hair styles, facial hair, or body hair, which are part of an individual's observance of their religious beliefs) where the accommodation does not pose an undue hardship. Individuals needing an accommodation should contact their immediate supervisor or Human Resources Officer and discuss their need(s). The County will engage in an interactive process to identify possible accommodations. Absent undue hardship, the County will reasonably accommodate employees and applicants with disabilities to enable them to perform the essential functions of a job and will reasonably accommodate the religious beliefs and practices of an employee, applicant and unpaid intern.

Pay discrimination between employees of the opposite sex or between employees of another race or ethnicity performing substantially similar work, as defined by the California Fair Pay Act and federal law, is also prohibited. Pay differentials, however, may be valid in certain situations as defined by law. Employees will not be retaliated against for inquiring about or discussing wages.

**2. PROHIBITED HARASSMENT, INCLUDING SEXUAL HARASSMENT**

The County prohibits harassment against any employee, job applicant, unpaid intern, volunteer, contractor and any other person providing services to the County pursuant to a contract.

Prohibited harassment is not just sexual harassment but harassment based on any Protected Class.

Prohibited harassment may be made in general or directed to an individual, or a group of people. Prohibited harassment may occur regardless of whether the behavior was intended to harass. Harassing behavior is unacceptable in the workplace as in all other work-related settings, such as business trips and business-related social events.

Forms of prohibited harassment include, but are not limited to, the following:

**Verbal Harassment** - derogatory jokes or comments, epithets or slurs; unwanted sexual advances, invitations, comments, posts or messages; derogatory or graphic comments; sexually degrading words; suggestive or obscene messages, notes or invitations; repeated romantic overtures, sexual jokes and comments or prying into one's personal affairs.

**Physical Harassment** - assault; impeding or blocking movement; following/stalking; unwelcome touching or any physical interference with normal work or movement when directed at an individual.

**Visual Harassment** - derogatory, prejudicial, stereotypical, sexually-oriented or suggestive or otherwise offensive text or email messages, web pages, screen savers and other computer images, online communications, social media tags and postings, posters, photographs, pictures, cartoons, notes, notices, bulletins or drawings and gestures; displaying sexually suggestive objects; staring or leering; or communication via electronic media of any type that includes any conduct that is prohibited by any state and/or federal law or by County Policy.

**Sexual Harassment** - Sexual harassment is a form of discrimination based on sex/gender (including

**COUNTY OF SAN BERNARDINO  
POLICY MANUAL**

No. 07-01  
PAGE 3 OF 4  
EFFECTIVE DATE March 20, 2018

pregnancy, childbirth, or related medical conditions), gender identity, gender expression, or sexual orientation. Sexual harassment includes verbal, physical and visual harassment, as well as unwanted sexual advances. Individuals of any gender can be the target of sexual harassment. Sexual harassment does not have to be motivated by sexual desire to be unlawful or to violate this Policy. For example, hostile acts toward an employee because of his/her gender can amount to sexual harassment, regardless of whether the treatment is motivated by any sexual desire. Sexual harassment may involve harassment of a person of the same gender as the harasser, regardless of either person's sexual orientation or gender identity.

There are two types of Sexual Harassment:

*"Quid Pro Quo"* sexual harassment is when someone conditions a job, promotion, or other work benefit on your submission to sexual advances or other conduct based on sex.

*"Hostile Work Environment"* sexual harassment occurs when unwelcome comments or conduct based on sex unreasonably interfere with your work performance or create an intimidating, hostile, or offensive work environment. You may experience sexual harassment even if the offensive conduct was not aimed directly at you.

### 3. COMPLAINT PROCESS AND REMEDIAL ACTION

Anyone who believes they have been the subject of, becomes aware of, or observed discrimination, harassment, retaliation or other prohibited conduct, should report or make a complaint (either orally or in writing) to their supervisor, the supervisor of the offending party, a representative from the County's Equal Employment Opportunity (EEO) Office or to a Human Resources Officer as soon as possible after the incident. Individuals may bring their report or complaint to any of these individuals. Employees are not required to confront or approach the person who is discriminating against, harassing or retaliating against them. The County's EEO Office can be reached at 1-909-387-5582 (or, TDD 7-1-1). Human Resources Officers can be reached by calling the County's Employee Relations Division at 1-909-387-5564 (or, TDD 7-1-1). For more information, visit [www.sbcounty.gov/hr](http://www.sbcounty.gov/hr).

Individuals who believe they have been discriminated against or harassed, have been retaliated against for resisting or complaining about discrimination or harassment or for participating in an investigation may also file a complaint with the Federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH). The EEOC and DFEH investigate and prosecute complaints of prohibited discrimination, harassment, and retaliation in employment. The nearest EEOC office can be found by calling 1-800-669-4000 (or, TTY, 1-800-669-6820). For more information about the EEOC, visit [www.eeoc.gov](http://www.eeoc.gov). The nearest DFEH office can be found by calling 1-800-884-1684 (or, TTY, 1-800-700-2320). For more information about the DFEH, visit [www.dfeh.ca.gov](http://www.dfeh.ca.gov).

When the County receives allegations of misconduct, it will immediately undertake a fair, timely, thorough and objective investigation of the allegations that provides all parties appropriate due process. The County will reach reasonable conclusions based on the evidence collected.

The County will maintain confidentiality to the extent possible and consistent with the rights of employees under the County's Personnel Rules and relevant laws. However, the County cannot promise complete confidentiality. The County's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

Complaints will be:

- Responded to in a timely manner;
- Kept confidential to the extent possible;
- Investigated impartially by qualified personnel in a timely manner;
- Documented and tracked for reasonable progress;

**COUNTY OF SAN BERNARDINO**  
POLICY MANUAL

No. 07-01  
PAGE 4 OF 4  
EFFECTIVE DATE March 20, 2018

- Given appropriate options for remedial action and resolution; and
- Closed in a timely manner

The County prohibits behavior that is or may be perceived as discriminatory, harassing and/or retaliatory. If the County determines that harassment, discrimination or retaliation or other prohibited conduct occurred, appropriate and effective correction and remedial action will be taken. The County will also take appropriate action to deter future misconduct.

Any employee determined by the County to be responsible for discrimination, harassment, retaliation or other prohibited misconduct will be subject to appropriate disciplinary action, up to, and including termination of employment. Employees who engage in unlawful harassment can be held personally liable for the misconduct.

**4. SUPERVISOR/MANAGER RESPONSIBILITY**

Supervisors and managers who are aware of or receive complaints of discrimination, harassment, and/or retaliation, even if the occurrence is not directly within their line of supervision or responsibility, must immediately report such conduct or complaint to the Human Resources Officer assigned to their department or any representative of the County's EEO Office so the County can try to resolve the complaint.

**5. TRAINING OF SUPERVISORS/MANAGERS AND ELECTED OFFICIALS**

All supervisors, managers, elected officials or other persons with supervisory authority will receive and must complete mandatory harassment prevention training as required by California law.

**6. RETALIATION PROHIBITED**

The County will not retaliate against anyone who reports an alleged violation of this Policy, files or assists another with a complaint under this Policy, causes information to be provided, participates (as witnesses or the accused) in an investigation, hearing or other proceeding regarding a complaint under this Policy or otherwise opposes discrimination, harassment or retaliation. The County will not retaliate against anyone who requests a reasonable accommodation and will not knowingly tolerate or permit retaliation by elected officials, management, employees or co-workers.

**LEAD DEPARTMENT**

Human Resources


**APPROVAL HISTORY**

Adopted June 7, 1994 (Item Number 71);

Amended January 26, 1999 (Item Number 11); December 16, 2003 (Item Number 104); August 30, 2005 (Item Number 113); March 20, 2018 (Item Number 22)

**REVIEW DATES**

MARCH 2023

|   |   |   |
|---|---|---|
|    | <b>COUNTY OF SAN BERNARDINO<br/>POLICY MANUAL</b> | No. 13-07 <span style="float: right;">ISSUE 1</span><br><span style="float: right;">PAGE 1 OF 3</span><br>By <span style="float: right;">EFFECTIVE 3/21/95</span> |
| SUBJECT<br>VIOLENCE AND THREATS IN THE<br>WORKPLACE - ZERO TOLERANCE  |   | APPROVED<br><p style="text-align: center;"><i>MARSHA TUROCI</i></p> CHAIRMAN, BOARD OF SUPERVISORS  |
| <p><u><b>POLICY STATEMENT</b></u></p> <p>In addition to the Illness/Injury Prevention Program, which defines measures necessary to protect the health and safety of County employees, it is the policy of San Bernardino County to implement a Zero Tolerance Standard with regard to threats and violent behavior in the work place. This includes threats and violent behavior, direct, indirect, implied, or actual, from any person, and directed toward any person, occurring at any County facility or in connection with the conduct of county business without regard to location.</p> <p><u><b>POLICY OBJECTIVE</b></u></p> <ol style="list-style-type: none"> <li>1. To assure that all workplace threats and violent behavior are addressed promptly.</li> <li>2. To assure the level of physical/facility security in San Bernardino County work places is sufficient to protect the health and safety of County employees.</li> <li>3. To ensure that the County of San Bernardino is in complete conformance with all Title 8, California Code of Regulations, General Industry Safety Orders, mandates relative to violence in the workplace.</li> </ol> <p><u><b>POLICY AMPLIFICATION</b></u></p> <p>Zero Tolerance with regard to threats and/or violent behavior shall include, but not be limited to, the following proactive measures and/or prohibited behavior:</p> <ol style="list-style-type: none"> <li>1. No person shall engage, or be allowed to engage, in violent conduct or make threats of violence, implied, actual, direct or indirect, at a county work place or in connection with the conduct of County business.</li> <li>2. All threatening comments or behavior, direct, indirect, implied or actual, are to be taken seriously, and are never to be dismissed as "harmless" or "just blowing off steam".</li> <li>3. Threatening comments, action, or violent behavior at any County location or at any location where County business is being conducted are to be reported immediately to Department supervision. Supervisors shall take necessary steps to assure the incident is immediately reported to an appropriate Department Head.</li> <li>4. The supervisor to whom an incident is reported shall immediately provide security for the threatened individual, co-workers and the public at the work site by:       <ol style="list-style-type: none"> <li>a. Immediately placing an employee alleged to have made threats or engaged in violent behavior on paid leave pending the outcome of an investigation;</li> </ol> </li> </ol> |   |   |

- b. Ensuring that any threatening or violent person, employee or member of the public, leaves the work site.
  - c. Immediately contacting an appropriate Law Enforcement Agency if necessary to ensure removal of the offender from the scene.
  - d. Ensuring that an employee who has been the victim of job related threats or violence away from County work sites does not revisit the scene until authorities have dealt with the matter.
5. All threats and violent behavior, implied, actual, direct or indirect, are to be documented and investigated by the Department's Personnel Officer. Such documentation shall include a narrative of the incident including names and other appropriate identification of the parties involved, verbal comments made or description of the violent behavior, witness names and witness statements.
  6. County employees who engage in threats or violence, direct, indirect, implied or actual, against co-workers or any other person in connection with County business, are to be subject to legal action by law enforcement authorities and disciplinary action, up to and including termination of employment.
  7. Except as specifically permitted, San Bernardino County employees are prohibited from possessing or using defensive weapons during the course of County employment.
  8. Non-job related offensive weapons of any type (firearms, knives, clubs, etc.) are forbidden either on County property or being possessed during the course of County employment.

#### RESPONSIBILITY

1. ASSISTANT ADMINISTRATIVE OFFICERS, ELECTED OFFICIALS AND DIRECTORS OF BOARD-GOVERNED SPECIAL DISTRICTS
  - a. Exercise responsibility and authority for implementation of procedures to assure the Health and Safety of County employees as defined in Policy #09-07, dated July 11, 1991, San Bernardino County Illness/Injury Prevention Program.
  - b. Implement this Violence and threats in the Workplace - Zero Tolerance policy forthwith.
2. DEPARTMENT MANAGERS
  - a. Ensure this policy is fully implemented in all work locations within their area of responsibility.
  - b. Ensure that mid-level managers and supervisors are fully informed of Zero Tolerance and that all action defined under Policy Amplification is followed.
  - c. Assure that incident documentation is completed accurately and in a timely manner.

|  |                  |                                |
|--|------------------|--------------------------------|
| <p><b>COUNTY OF SAN BERNARDINO</b><br/>POLICY MANUAL</p>   | <p>NO. 13-07</p> | <p>ISSUE 1<br/>PAGE 3 OF 3</p> |
| <p>d. Ensure that Appointing Authority, organization supporting Personnel Officer/Assistant Personnel Officer, Risk Management Division/Safety Section, as well as other appropriate sources of consultation, are promptly notified of threats and violent behavior.</p> <p>e. Ensure that appropriate managers and supervisors attend all training with regard to Work Place Violence presented by Human Resources/Risk Management Division/Safety Section.</p> <p>f. Ensure that all threats and violent behavior, direct, indirect, actual or implied, are reported to appropriate law enforcement agencies, if appropriate based upon discussion with the Department Personnel Officer and Risk Management.</p> <p>g. Ensure that all County work sites and work practices under individual areas of responsibility are reviewed for the purpose of providing employee security and protection from the potential of reasonably foreseeable violent action.</p> <p>h. Assure that all reports of threats and violent behavior, direct, indirect, actual or implied, are fully and formally investigated by the Department's Personnel Officer, with the assistance and involvement of appropriate supporting and/or consultive staff.</p> <p>3. SUPERVISION</p> <p>a. Report all incidents immediately to management.</p> <p>b. Ensure safety of victim.</p> <p>c. Provide appropriate levels of training to employees as required by San Bernardino County Illness/Injury Prevention Program.</p> <p>d. Attend prescribed training.</p> <p>4. RISK MANAGEMENT DIVISION</p> <p>a. Prepare guidelines and programs in conformance with all Title 8, California Code of Regulations, mandates.</p> <p>b. Prepare and present manager/supervisor training.</p> <p>c. Maintain records of incidents.</p> <p>d. Provide consultation with regard to workplace threats and violence as well as workplace physical/facility security.</p> |                  |                                |