



Contract Number

SAP Number

Transitional Assistance Department

Department Contract Representative	<u>James LoCurto, Interim Director</u>
Telephone Number	<u>909-388-0245</u>
Contractor	<u></u>
Contractor Representative	<u></u>
Telephone Number	<u></u>
Contract Term	<u>Upon execution through February 28, 2029</u>
Original Contract Amount	<u>Non-Financial</u>
Total Contract Amount	<u>Non-Financial</u>
Cost Center	<u>Non-Financial</u>
Project Name	<u>Outstationed Employment Services Specialist Template</u>

THIS CONTRACT is entered into in the State of California by and between San Bernardino County, Transitional Assistance Department, hereinafter called the County, and (_____) referenced above, hereinafter called Agency.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The State of California (State) permits a San Bernardino County Employment Services Specialist (ESS) to be stationed in a non-County agency or organization to assist eligible parents/families who are County residents with Welfare-to-Work (WtW) program benefits to become self-sufficient and enhance their economic success and quality of life, and

WHEREAS, the Agency desires to have an ESS assigned to its site for the purpose of helping California Work Opportunity and Responsibility to Kids (CalWORKs) customers remove barriers to employment, provide training and support services and prepare to find and retain employment through the County WtW program, thereby moving toward self-sufficiency and a better future for their families; and

WHEREAS, the County is willing to provide an ESS to perform these services as set forth below;

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

TABLE OF CONTENTS

I. DEFINITIONS	3
II. AGENCY RESPONSIBILITIES.....	4
III. AGENCY GENERAL RESPONSIBILITES	6
IV. COUNTY RESPONSIBILITES.....	10
V. FISCAL PROVISIONS.....	11
VI. TERM	11
VII.EARLY TERMINATION.....	11
VIII. GENERAL PROVISIONS.....	11
IX.CONCLUSION.....	13

I. DEFINITIONS

- A. Authorized Representative – A person specifically designated in writing by a Medi-Cal applicant/beneficiary to accompany, assist, and represent the applicant/beneficiary in the Medi-Cal application/redetermination or fair hearing process.
- B. Bandwidth – Transmission capacity of a communication line.
- C. California Work Opportunity and Responsibility to Kids (CaWORKs) – A public assistance program that provides cash aid and services to eligible families that have a child(ren) in the home.
- D. Caseload Management Information and Payrolling System (CMIPS) – Used by In-Home Supportive Services (IHSS) staff for caseload management and payments for IHSS providers.
- E. CalFresh – The federally funded food and nutrition program, also known as the Supplemental Nutrition Assistance Program (SNAP), which increases household food budgets to improve the health and well-being of eligible families and individuals by giving them a means to meet their nutritional needs.
- F. California Statewide Automated Welfare System (CalSAWS) – Automated Welfare System that assists TAD Eligibility Workers determine eligibility for public assistance benefits.
- G. Employment Services Specialist (ESS) – Welfare-to-Work (WtW) staff member who provides job services and case management services for WtW program customers.
- H. Gigahertz (GHz) – Measurement of computer processing speed.
- I. HyperText Transport Protocol (HTTP) – A communications protocol used to connect to servers on the World Wide Web.
- J. HyperText Transport Protocol Secure (HTTPS) – A communications protocol used to connect to secure servers on the World Wide Web.
- K. Java Scripting – Scripting language used to provide enhanced functionality in Web pages.
- L. Kilobits per second (Kbps) – Measurement of communication speed.
- M. Liquid Crystal Display (LCD) – A flat panel display technology that uses liquid crystals and a grid of transistors to draw images.
- N. Macromedia Flashplayer – Program used for playing multimedia content.
- O. Medi-Cal Eligibility Data System (MEDS) – State of California's statewide database of Medicaid recipients managed under the Department of Health Services. MEDS maintains a record for every individual who has been reported as Medi-Cal eligible since implementation in 1981.
- P. Network Address Translation (NAT) – A method of network connectivity whereby addresses on one network are converted to a different address or address range on another.
- Q. Personally Identifiable Information (PII) – Any information that can be used alone or in conjunction with other information to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, Driver License number, or identification number. When PII is emailed, the information should be encrypted.
- R. Random Access Memory (RAM) – Memory storage in a computer where the operating system, application programs, and data in current use are kept so that they can be quickly reached by the computer's processor.
- S. Resolution – A measurement in pixels of the sharpness of an image.
- T. Secure File Transfer Protocol (SFTP) – A network protocol for accessing, transferring, and managing files on a remote system.
- U. Transitional Assistance Department (TAD) – The agency which administers public assistance programs in San Bernardino County.

- V. Welfare to Work Program (WtW) The Welfare-to-Work program is the employment and training aspect of CalWORKs. Welfare-to-Work is a comprehensive statewide employment program designed to enable participants to achieve self-sufficiency through employment. The intent of the Welfare-to-Work program is to provide employment and training services to virtually all adult CalWORKs recipients. The program also provides supportive services, such as transportation, to assist individuals in meeting work requirements.

II. AGENCY RESPONSIBILITIES

Agency shall:

- A. Provide adequate office space, Internet connectivity, computer software, office equipment, supplies, and office assistance for each ESS as outlined below. Where County finds that the facilities, equipment, supplies, and/or Agency office assistance are inadequate, it reserves the right to refuse to assign any ESS(s) to Agency and/or immediately remove any assigned ESS(s) until the situation is determined adequate by County.
1. Adequate office space includes, but is not limited to, a dedicated private interviewing room and a work area standard cubicle 80 x 90 to safely contain all the equipment and supplies, as well as the ESS and two (2) other adults. There should also be a customer waiting area separate from the interviewing/work area.
 2. Adequate computer hardware and software specifications include, but are not necessarily limited to:

Computer Hardware and Software Minimum Specifications Per ESS
Minimum of one PC with dedicated workspace
Windows 10 Pro
Office 365 Professional (Word, Excel, PowerPoint, and Outlook installed)
Adobe Acrobat Reader v9.x or later
Adobe Flashplayer v9.x or later
Microsoft Edge vx.x
17" or larger LCD monitor (minimum 800 x 600 screen resolution, 16-bit color depth) NOTE: Computer screens shall not be viewable by the public
Intel Core i7-12700 Processor (2.1 GHz, up to 4.9 GHz w/Boost, 25MB cache, 12 core, 65W)
Intel UHD Graphics 770
Energy Star Qualified Configuration
16GB (2 x 8GB) DDR5-4800 UDIMM Memory
DVD-Writer
512 GB PCIe 4x4 2280 NVMe OPAL 2 Self-Encrypted (SED) TLC SSD
Type-C USB 3.1 Gen2 Port v2
HP USB 320K Keyboard
HP Black 125 Wired Mouse
C13 1.82m Sticker Conventional Straight Desktop Power Cord
OS Localization
Slim Optical Disc Drive Bay SATA Cable Kit
Compliant with TCO Certified
Intel Core i7 vPro Enterprise Alder Lake Label
Edge Browser Settings:
JIT Compiler for Virtual Machine enabled
JavaScripting enabled
Cookies enabled
Caching NOT set to "Never"

3. Housing of Information Technology (IT) network equipment ensuring the equipment's optimal performance, accessibility, security, and maintenance including the following factors:
 - **Cooling:** Adequate cooling mechanisms such as Heating Ventilation and Air Conditioning (HVAC) systems, fans, and ventilation are essential to prevent overheating of network equipment.
 - **Temperature and Humidity Control:** Maintain a controlled environment with stable temperature and humidity levels to prevent equipment damage.
 - **Physical Security:** Implement access controls and security measures to protect against unauthorized access or tampering.
 - **Lighting:** Ensure proper lighting for visibility during installation, maintenance, and troubleshooting.
4. Adequate equipment includes, but it is not necessarily limited to: A locking desk containing at least one (1) file drawer, a standard executive-type chair with wheels, a phone with access to two (2) outside phone lines and one (1) inside phone line, access to a duplex printer, and access to photocopy machines and a document shredder.
5. Adequate office assistance includes, but is not limited to:
 - a) Providing adequate clerical staff in each location for primary support of the ESS to include research and assistance.
 - b) Researching referrals in a timely manner to determine if case should be assigned to the ESS.
 - c) Assigning cases to ESS by afternoon if referral is received in the morning, and by morning the following day if received in the afternoon. The exception is if it is the Office Assistant's 9/80 flex day or holiday.
 - d) Creating case folders for the ESS.
 - e) Informing referral customers of the intake appointment and documents required for completing the application process.
- B. Ensure Agency staff receives adequate instruction on applicable confidentiality regulations to protect/maintain the confidentiality of all applicants and recipients. Additional information concerning these requirements is specified at <http://hss.sbcounty.gov/Privacy>. The information contained thereat is hereby incorporated by this reference.
 1. Read, understand, and comply with the Privacy and Security Requirements Summary.
 2. Ensure Agency staff who have access to PII complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
 3. Ensure Agency staff who have access to PII sign the Confidentiality Statement annually.
 4. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via email at: HSPrivacySecurityOfficer@hss.sbcounty.gov.
- C. Ensure Agency employees make no attempt to exercise any control or supervision over County staff or to influence County staff regarding any client or case action.
- D. Contact the TAD Operations Manager or his/her designee with any concerns and/or suggestions for overcoming problem areas and/or changing procedures. The TAD Operations Manager must ensure consistency with County policies and procedures is maintained.
- E. Provide County with three (3) copies of the applicable Agency rules and regulations as stated in Section II, Paragraph G.

- F. Provide County with a sixty (60) day prior written notice and justification of Agency's desire to increase or decrease the number of ESS staff/hours.
- G. Understand and agree that County may or may not meet the amount of assigned ESS time and/or staff requested based on limitations of County resources and personnel and County's ability to fill these positions.
- H. Not hold County responsible financially, or otherwise, for any action taken by the State, which would require the removal of the ESS staff from Agency or termination of this contract in part, or whole.
- I. Ensure a safe working environment to the extent reasonably possible for ESS staff. This includes providing the necessary Agency staff to assist the ESS with unstable customers.

III. AGENCY GENERAL RESPONSIBILITIES

Agency Shall:

- A. In the performance of this Contract, Agency, its agents, and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County. Agency certifies that neither it nor its principals is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- B. Without the prior written consent of the Assistant Executive Officer for Human Services, this Contract is not assignable by Agency either in whole or in part.
- C. Agency agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Agency. 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 Agency. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer of the County 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.
- D. If during the course of the administration of this Contract, the County determines that the Agency 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.
- E. Agency agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Assistant Executive Officer for Human Services. Any subcontractor shall be subject to the same provisions as Agency. Agency shall be fully responsible for the performance of any subcontractor.
- F. Agency shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change and shall immediately notify County of changes in telephone or fax numbers.
- G. Agency shall designate an individual to serve as the primary point of contact for the Contract. Agency shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Agency or designee must respond to County inquiries within two (2) County business days.
- H. Agency shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Agency shall not use or disclose any identifying information for any other purpose other than carrying out the Agency's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

- I. Indemnity and Insurance – The Agency and the County agree to and shall comply with the following indemnification and insurance requirements:
1. Indemnification – The Agency 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 claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Agency 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, 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 Agency shall require the carriers of required coverages 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 Agency and Agency's employees or agents from waiving the right of subrogation prior to a loss or claim. The Agency hereby waives all rights of subrogation against the County.
 4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
 5. Severability of Interests – The Agency 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 Agency and the County or between the County and any other insured or additional insured under the policy.
 6. Proof of Coverage – The Agency and County shall furnish Certificates of Insurance to the departments administering the Contract evidencing the insurance coverage, including endorsements, as required, 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, and the Agency and the County shall maintain such insurance from the time the Agency commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Agency and the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately 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".
 8. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

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 Agency or County payments to the Agency will be reduced to pay for County purchased insurance.
10. Insurance Review –
- a. 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.
 - b. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. The Agency and County agree to execute any such amendment within thirty (30) days of receipt.
 - c. Any failure, actual or alleged, on the part of the Agency or 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 Agency or County.
11. Insurance Specifications – The Agency and County agree to provide insurance set forth in accordance with the requirements herein. If the Agency uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Agency 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 Agency and County shall secure and maintain throughout the Contract term the following types of insurance with limits as shown:
- a. Workers' Compensation/Employers 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 \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Agency 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 Agencies that are non-profit 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 Agency and County shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor or County 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:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse, and underground hazards.
- 5) Personal injury
- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.

- c. Automobile Liability Insurance (County only) – The County’s 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 occurrence.

If the County is transporting one or more non-employee 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 occurrence.

If the County 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. For Cyber (internet) and Electronic Data Processing (EDP) contracts – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security. The policy shall protect the involved College and County entities and cover breach response cost as well as regulatory fines and penalties.

- J. Agency shall comply with all applicable laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, statutes, ordinances, administrative orders, rules, or regulations relating to its duties, obligations, and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Agency shall maintain all required licenses during the term of this Contract. There will be no exchange of Protected Health Information between the parties, without the express written authorization of a customer. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
- K. Agency shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.
- L. Agency understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Agency’s sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney’s fees and costs regardless of who prevails in the outcome of the dispute.

- M. Agency agrees that any news releases, advertisements, public announcements, or photographs arising out of the Contract or Agency's relationship with County shall not be made or used without prior written approval of the Transitional Assistance Department Director or their designee.

IV. COUNTY RESPONSIBILITIES

County shall:

- A. Make a good faith effort to employ and train the number of ESS(s) required to handle the WtW workload for Agency.
- B. Schedule the ESS(s) at Agency on weekdays only (Monday through Friday). ESS(s) shall not be available on weekends, evenings, nights, County holidays, or 9/80 flex off days. ESS(s) shall not work in excess of eighty (80) hours during a two (2) week pay period.
- C. Be under no obligation to provide replacement ESS(s) in the event an assigned ESS is temporarily absent for any reason. County shall make a good faith effort to provide coverage of Agency during planned and unplanned absences within the limitations of County resources and personnel.
- D. Maintain sole authority and responsibility for the assignment and/or reassignment of all County staff, including assignment and tasks required to be completed pursuant to this Contract.
- E. Provide for supervision of the ESS(s) by a Supervising Employment Services Specialist, and for management by a TAD Operations Manager.
- F. Have sole responsibility of supervising County staff, and Agency shall not exercise any control or supervision over County staff. Any concerns or suggestions shall be taken to the TAD Operations Manager or his/her designee. This paragraph does not preclude Agency staff from consulting with the ESS(s) regarding any client or case action. ESS(s) shall conform to the Privacy and Security Requirements Summary and shall not duplicate and disclose PII, or case specific information without written approval from the County in a Request of Information (ROI).
- G. Review the applicable Agency rules and regulations provided to County by Agency. Agency is to provide to County any rules that are in writing and not already covered by this Contract.
- H. County will assure that ESS(s) assigned to Agency conform to the reasonable rules and regulations of Agency which are not in conflict with County rules and regulations, and which are applicable to Agency employees.
- I. Provide WtW case management services to CalWORKs customers including, but not limited to, the following:
 - 1. "Sells" the benefits of employment and self-sufficiency at every opportunity.
 - 2. Refers customers to available job openings, job fairs and other employment opportunities. Encourage employment at the earliest opportunity in program participation.
 - 3. Review customer's case to become familiar with his/her background/history.
 - 4. Conduct individual Orientations and Appraisals or Assessment, when necessary.
 - 5. Enforce program requirements.
 - 6. Assign customers to activities, monitor those activities, and evaluate customer progress and attendance.
 - 7. Develop individualized Action Plans based on the customer's Appraisal Summary and Recommendation (ASR) results.
 - 8. Complete noncompliance actions, when necessary.
 - 9. Arrange supportive services, as needed.
 - 10. Refer customers to established collaboratives/services, as appropriate: behavioral, health, substance abuse, domestic abuse, assessment, job services, Learning Disability Evaluations, education/training, work experience/community service, community resources.
 - 11. Complete case actions in CalSAWS in a timely manner.

12. Monitor sanctioned cases and re-engage as soon as possible.
13. Complete monthly case reviews to ensure full customer participation.
14. Take prompt action to move customers into the next activity to ensure seamless services.
15. Complete clear Journal entries to justify all actions taken on the case.

V. FISCAL PROVISIONS

- A. There shall be no financial remuneration to the County providing Federal/State funding for the applicable CalWORKs, CalFresh, or Medi-Cal Administration is not decreased or withdrawn.

However, if the Federal/State funding for the applicable CalWORKs, CalFresh, or Medi-Cal Administration is decreased or withdrawn, Agency will choose from one of the following options:

1. Retain the Outstationed ESS(s) at the Agency site and reimburse the County on the productive hourly rate of salary, benefits, and overhead of an ESS to be calculated at the time the decreased/withdrawn funding occurs.

OR

2. Remove the Outstationed ESS(s) from the Agency site and terminate the Contract.
- B. If Agency chooses to reimburse the County per Paragraph A, Item 1, above, any payments to the County shall commence within thirty (30) days of County notification to Agency. Agency shall then submit monthly payments to the County within ten (10) days following the service month. Monthly payments, along with all supporting documentation, are to be sent to:

San Bernardino County – Human Services
 Attention: Contracts Unit
 150 South Lena Road
 San Bernardino, CA 92415-0515

VI. TERM

This Contract is effective upon execution and expires February 28, 2029, but may be terminated earlier in accordance with provisions of Section VII of this Contract.

VII. EARLY TERMINATION

The County may terminate the Contract immediately under the provisions of Section III, Paragraph 9, and Section VIII, Paragraph C, of the Contract. In addition, the Contract may be terminated without cause by the County or Agency by serving a written notice to either party thirty (30) days in advance of termination. The Assistant Executive Officer for Human Services is authorized to exercise the County's rights with respect to any termination of this Contract.

VIII. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Agency: _____

County: San Bernardino County
 Human Services
 Attn: Contracts Unit
 150 S. Lena Road
 San Bernardino, CA 92415-0515

- B. 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.
- C. Agency 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.
- D. The County, by written notice, may immediately terminate any 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.
- E. Agency shall immediately report any attempt by a County officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from Agency. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.
- F. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived, and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by it having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- G. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed, and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- H. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- I. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

IX. CONCLUSION

- A. This Contract, consisting of thirteen (13) pages, is the full and complete document describing services to be rendered including all covenants, conditions, and benefits.
- B. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. 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.

**SAN BERNARDINO COUNTY
HUMAN SERVICES
TRANSITIONAL ASSISTANCE DEPARTMENT**

AGENCY:

Name: James LoCurto
Title: Interim Director
Address: 860 E. Brier Drive
San Bernardino, CA 92415

Date: _____

Name:
Title:
Address:

Date: _____