



**Contract Number**

**SAP Number**

## Department of Behavioral Health

<b>Department Contract Representative</b>	Rebecca Lombard
<b>Telephone Number</b>	909-383-3978
<b>Consultant</b>	Ernst & Young, LLP
<b>Consultant Representative</b>	Diana Lee
<b>Telephone Number</b>	626-428-1553
<b>Contract Term</b>	September 23, 2025 – June 30, 2026
<b>Original Contract Amount</b>	\$396,639
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	\$396,639
<b>Cost Center</b>	9201011000
<b>Grant Number (if applicable)</b>	N/A

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, the San Bernardino County (County) desires to designate a contractor of choice to conduct an organizational and operational review of the Department of Behavioral Health (DBH); and

**WHEREAS**, the County conducted a competitive process to find Ernst & Young, LLP (Consultant or EY) to provide these services, and

**WHEREAS**, the County finds Consultant qualified to conduct an organizational and operational review of DBH; and

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

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

## **A. DEFINITIONS**

- A1.** Behavioral Health Transformation (BHT): BHT is the effort that will implement the ballot initiative known as Proposition 1. Californians voted to pass Proposition 1 to modernize the behavioral health delivery system, improve accountability and increase transparency, and expand the capacity of behavioral health care facilities. BHT includes two parts: the Behavioral Health Services Act (formerly known as Mental Health Services Act) and \$6.4 billion in bonds to build new supportive housing and community-based treatment settings.
- A2.** Board: The San Bernardino County Board of Supervisors.
- A3.** California Advancing and Innovating Medi-Cal (CalAIM): CalAIM is a multi-year DHCS initiative to improve the quality of life and health outcomes by implementing broad delivery system, program, and payment reform across the Medi-Cal program. The behavioral health components of CalAIM are designed to support whole-person, integrated care; move the administration of Medi-Cal behavioral health to a more consistent and seamless system by reducing complexity and increasing flexibility; and improve quality outcomes, reduce health disparities, and drive delivery system transformation and innovation through improvements to behavioral health policies and the launch of behavioral health payment reform.
- A4.** Consultant: Any individual, company, firm, corporation, partnership or other organization to whom a contract award is made by the County.
- A5.** Department of Behavioral Health (DBH): is the entity, under state law, that provides mental health and substance use disorder services to County residents. In order to maintain a continuum of care, DBH operates or contracts for the provision of prevention and early intervention services, 24-hour care, day treatment, outpatient services, case management, and crisis and referral services. Community services are provided in all major county metropolitan areas and are readily accessible to most County residents.
- A6.** Subcontractor: An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Consultant who is performing services on behalf of Consultant under the Contract or under a separate contract with or on behalf of Consultant.
- A7.** County Information: Information obtained by Consultant from County or from a third party on County's behalf.
- A8.** EY Firm: A member of the EY network and any entity operating under a common branding arrangement with a member of the EY network.
- A9.** EY Persons: EY's or any other EY Firm's subcontractors, members, shareholders, directors, officers, partners, principals or employees.
- A10.** Report: A deliverable (or any portion of a deliverable) issued on EY letterhead or under the EY brand or otherwise identifiable as being prepared by or in association with EY, any other EY Firm or EY Person.

## **B. CONSULTANT RESPONSIBILITIES**

- B.1** Consultant will conduct an organizational and operational review of DBH to identify strengths, weaknesses and opportunities, as well as to assist with developing a plan to navigate the various changes associated with, but not limited to, CalAIM, Proposition 1 and payment reform to DBH and by extension the behavioral health system of care.

- B.2** Consultant will provide detailed assessment of DBH organizational leadership, structures, roles, decision-making authorities, policies, procedures, programs, staffing and culture; and based on the assessment, provide findings and recommendations to DBH for best structure, organization, and practices to identify improved efficiencies or options to assist DBH in navigating the impending changes as detailed herein and increase the return on investment.
- B.3** Consultant is expected to use a variety of methods for collecting data to conduct the assessment, including but not limited to direct observation, literature reviews, surveys, consultation with key stakeholders, interviews, and/or focus groups.

**B.4 Deliverables/Requirements**

Consultant shall:

- B.4.1** Conduct a detailed examination of DBH's structure, functions, processes, and priorities.
- B.4.2** Evaluate the extent to which DBH's current organizational structure, staffing, and processes are efficient and effective.
- B.4.3** Provide written findings, recommendations, and a suggested roadmap, including an optimal organizational model based on available budget and staffing.
- B.4.4** Provide regular updates and preliminary Reports that include recommendations that are time limited, may be beneficial but not necessarily required, and those that can be discontinued due to financial constraints.
- B.4.5** Provide a preliminary Report with initial findings on or before the three (3) month/halfway point of the contract for review by DBH management staff.
- B.4.6** Develop and submit a comprehensive written final Report containing a detailed assessment and recommendations.

All deliverables are intended for County's use in accordance with this Contract under which they are provided.

County shall not rely on, and Consultant shall have no liability for: (i) any advice or information provided orally (including where recorded or transcribed), unless otherwise expressly agreed in the Project Approach; or (ii) any draft deliverable. Consultant shall not be required to update any final deliverable as a result of circumstances of which Consultant becomes aware, or events occurring, after its delivery.

- B.5** Consultant's "Project Approach", attached as Exhibit II, hereto, sets out the Consultant's proposed work plan. This proposed work plan is subject to change based on project needs and upon agreement by both parties.

**C. GENERAL CONTRACT REQUIREMENTS**

**C.1 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

**C.2 Contract Amendments**

Consultant 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 Consultant and County.

**C.3 Contract Exclusivity**

This is not an exclusive Contract. The County reserves the right to enter into a contract with other consultants for the same or similar services. The County does not guarantee or represent that the

Consultant will be permitted to perform any minimum amount of work, or receive a minimum amount of compensation, under the terms of this Contract.

#### **C.4 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's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

#### **C.5 Background Checks for Consultant Personnel**

Consultant 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 legal or illegal substances in any manner which will impact their ability to provide services to the County; and (c) are not otherwise disqualified from performing the services under applicable law. If requested by the County and not in violation of applicable law, Consultant shall conduct a background check, at Consultant's sole expense, on all its personnel providing services. If requested by the County, Consultant shall provide the results of the background check of each individual to verify that the individual meets Consultant's standards for employment. Such background check shall be in the form generally used by Consultant in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Consultant 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 of Consultant's personnel to any County facility.

#### **C.6 Change of Address**

Consultant shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

#### **C.7 Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

#### **C.8 Compliance with County Policy**

In performing the services and while at any County facilities, Consultant personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the services, and all amendments and modifications to each of the items addressed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Consultant or Consultant personnel or may be made available to Consultant or Consultant personnel by conspicuous posting at a county facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Consultant shall be responsible for the promulgation and distribution of County Policies to Consultant personnel to the extent necessary and appropriate.

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

#### **C.9 Confidentiality**

Consultant shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. Consultant shall not use or disclose any identifying information for any purpose other than carrying out the Consultant's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

### **C.10 Primary Point of Contact**

Consultant will designate an individual to serve as the primary point of contact for the Contract. Consultant or designee must respond to County inquiries within two (2) business days. Consultant shall not change the primary contact without written acknowledgement to the County. Consultant will also designate a back-up point of contact in the event the primary contact is not available.

### **C.11 County Representative**

The Director of Department of Behavioral Health 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 Consultant. 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, unless otherwise delegated.

### **C.12 Damage to County Property**

Consultant shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Consultant or its employees or agents. Such repairs shall be made immediately after Consultant becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Consultant fails to make timely repairs, the County may make any necessary repairs. The Consultant, 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 Consultant from the County, as determined at the County's sole discretion.

### **C.13 Debarment and Suspension**

Consultant attests that neither it nor its principals or subcontractors is presently debarred, 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>). Consultant 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.

### **C.14 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 Consultant agrees that the Consultant and the Consultant's employees, while performing service for the County, on County property, or while using County equipment:

- C.14.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.14.2** 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.14.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Consultant or Consultant's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Consultant 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 work place 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 Consultant has with the County, if the Consultant or Consultant's employees are determined by the County not to be in compliance with above.

**C.15 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.

**C.16 Employment Discrimination**

During the term of the Contract, Consultant shall not discriminate against any employee or applicant for employment 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. Consultant shall comply with 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.

**C.17 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 satisfactorily and be available at a reasonable price. The County requires Consultant to use recycled paper for any printed or photocopied material created as a result of this Contract. Consultant 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), Consultant must be able to annually report the County's environmentally preferable purchases. Consultant 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.

**C.18 Improper Influence**

Consultant 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 Consultant or officer or employee of the Consultant.

**C.19 Improper Consideration**

Consultant 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.

Consultant shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Consultant. 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.

**C.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.

#### **C.21 Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. 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.

#### **C.22 Licenses, Permits and/or Certifications**

Consultant 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 Consultant shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Consultant will notify County immediately 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.

#### **C.23 Material Misstatement/Misrepresentation**

If, during the course of the administration of this Contract, the County determines that Consultant 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.

#### **C.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".

#### **C.25 Nondisclosure**

The parties shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the disclosing party to the receiving party or an agent of the receiving party or otherwise made available to the receiving party or the receiving party's agent in connection with this Contract; or, (2) acquired, obtained, or learned by the receiving party or an agent of the receiving party in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

Either party may, however, disclose such confidential information to the extent that it:

- a. is or becomes public other than through a breach of this Contract;
- b. is subsequently received by the receiving party from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;
- c. was known to the receiving party at the time of disclosure or is thereafter created independently;
- d. is disclosed as necessary to enforce the receiving party's rights under this Contract; or
- e. must be disclosed under applicable law, legal process or professional regulations.

#### **C.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, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

### **C.27 Ownership of Documents**

All Reports, including any data and graphics, prepared by Consultant pursuant to the Contract shall be considered property of the County upon payment for services. All such items shall be delivered to County upon payment of the final invoice, subject to the requirements of Article D–Term of the Contract. Unless otherwise directed by County, Consultant may retain copies of such items.

Each party retains its rights in its preexisting intellectual property. Any intellectual property developed by EY, excluding any Reports provided to the County, and any working papers compiled in connection with the services (but not County Information contained in them), shall be the property of EY.

County's right to use deliverables under this Contract arises following payment for the services.

### **C.28 Participation Clause**

The County desires that Municipalities, School Districts, and other Tax Districts within the 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 Consultant agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

**C.28.1** Such governmental body does not have and will not have in force any other contract for like purchases.

**C.28.2** Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

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

### **C.29 Air, Water Pollution Control, Safety and Health**

Consultant shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

### **C.30 Records**

Consultant shall maintain all records and books pertaining to 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. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Consultant'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 Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. 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.

### **C.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. In the performance of this Contract, Consultant, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County. Any provision of this Contract that may appear to give the County any right to direct the Consultant concerning the details of performing the services/Scope of Work, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the County concerning the end results of the performance.



### **C.32 Release of Information**

No news releases, advertisements, public announcements or photographs arising out of the Contract or Consultant's relationship with County may be made or used without prior written approval of the County.

### **C.33 Strict Performance**

Failure by a party to insist upon the strict 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 strict compliance by the other party with the terms of this Contract thereafter.

### **C.34 Subcontracting**

Consultant 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, Consultant 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. Consultant shall remain directly responsible to County for its subcontractors. All approved subcontractors shall be subject to the provisions of this Contract applicable to Consultant Personnel.

For any subcontractor, Consultant shall:

**C.34.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

**C.34.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

**C.34.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Articles B. Consultant Responsibilities and C. General Contract Requirements.

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. Consultant agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

### **C.35 Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the services provided under this Contract is served upon Consultant or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Consultant 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 Consultant for County.

### **C.36 Termination for Convenience**

The County reserves the right to terminate the Contract, for its convenience, with or 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 Consultant for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Consultant shall promptly discontinue services unless the notice directs otherwise. Consultant shall deliver promptly to County and transfer title (if necessary) to all completed work, and work in progress, including drafts, documents, plans, forms, data, graphics, and Reports.

### **C.37 Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

### **C.38 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, San Bernardino County, 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.

#### **C.39 Conflict of Interest**

Consultant shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Consultant shall make a reasonable effort to prevent officers, employees, subcontractors, 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 a conflict-of-interest situation exists, 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 Consultant'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.

Consultant understands per the attached Conflict of Interest and Political Reform Act Obligations (Attachment A) that the Director of Department of Behavioral Health has determined Consultant meets Disclosure Determination number 1 and that no disclosure is required.

#### **C.40 Former County Administrative Officials**

Consultant agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Consultant. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Consultant. 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.

#### **C.41 Disclosure of Criminal and Civil Procedures**

County reserves the right to request the information described herein from Consultant. 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 Consultant also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Consultant is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten 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, has within the last ten 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 Consultant will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Consultant is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten 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 Consultant 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.

#### **C.42 Reports**

Unless otherwise required by the California Public Record Act, County may not disclose a Report (or any portion or summary of a Report), or refer to EY or to any other EY Firm or EY Person in connection with the services, except:

- a. to another County Department (subject to these disclosure restrictions);
- b. to County's lawyers (subject to these disclosure restrictions), who may review it only in connection with advice relating to the services;
- c. to County's independent auditors (subject to these disclosure restrictions) who may review it only in connection with their audit;
- d. to the extent, and for the purposes, required by applicable law (and County will promptly notify Consultant of such legal requirement to the extent County is permitted to do so);
- e. to other persons (with Consultant's prior written consent), who may use it only as specified in such consent; or
- f. to the extent it contains Tax Advice.

If County discloses a Report (or a portion thereof), County shall not alter, edit or modify it from the form provided by Consultant. County shall inform those to whom it discloses a Report (other than disclosure of Tax Advice to tax authorities) that they may not rely on it for any purpose without Consultant's prior written consent. Subject to the foregoing, County is not prohibited by this Article C.42 from using Deliverables that do not qualify as Reports in communication with third parties provided that: (i) there is no reference to, or communication of, Consultant's or any other EY Firm's involvement in the development of such Deliverables, and (ii) County assumes sole responsibility for such use and communication.

All materials and Reports developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency. . 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.

#### **C.43 Artwork, Proofs and Negatives**

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Consultant. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, Consultant will be barred from all future solicitations, for a period of at least six (6) months.

#### **C.44 Reserved**

#### **C.45 Reserved**

#### **C.46 Errors, Omissions and/or Conflicts**

Consultant shall be responsible for the integrity of all design and research studies prepared or approved by the Consultant and should County suffer damages due to errors, omissions, and/or conflicts within such documents, the Consultant shall be responsible to County for costs of all such damages.

#### **C.47 Reserved**

#### **C.48 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). (Cal. Civil Code §1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at 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 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 Civil Code section 1798.155(b).

#### **C.49 Executive Order N-6-22 Russia 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>), 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, 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.

#### **C.50 Reserved**

#### **C.51 Federal Contracting Provisions**

This Agreement is federally funded and subject to the additional terms on Attachment B Federal Contracting Provisions.

### **D. TERM OF CONTRACT**

This Contract is effective as of *September 23, 2025* and expires *June 30, 2026* but may be terminated earlier in accordance with provisions of this Contract.

### **E. FISCAL PROVISIONS**

**E.1** The maximum amount of *payment* under this Contract shall not exceed \$396,639 and shall be subject to availability of other funds to the County. The consideration to be paid to Consultant, as provided herein, shall be in full payment for all Consultant’s services and expenses incurred in the performance hereof, including travel and per diem.

Consultant bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. In no event shall Consultant be entitled to receive compensation for any item of work required of Consultant under the terms of the Contract, which item of work is not performed by Consultant (including Consultant’s agents and approved subcontractors).

**E.2** Consultant’s “Cost Proposal”, attached as Exhibit I, hereto, sets out the Consultant’s estimate of the cost (including wages) of completing the Scope of Work. The Cost Proposal was used by the

County to determine the reasonableness of the cost of Consultant's proposal and is further used in making progress payments to Consultant and in making payment to Consultant in the event of the termination of the Contract prior to the completion of all items of work. Consultant is not entitled to any additional compensation by virtue of its costs (including wages) for any item of work exceeding the cost set forth in its Cost Proposal, including excess costs related to delays in completion of the Project. Payment shall be made on a percent of task completed to the County's satisfaction pursuant to Exhibit I.

- E.3** Consultant shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for services performed under this Contract within twenty (20) days of the end of the previous month. The County shall make payment to Consultant within sixty (60) working days after receipt of invoice or the resolution of any billing dispute.
- E.4** Consultant shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Consultant's designated checking or other bank account. Consultant shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- E.5** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Consultant 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.
- E.6** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Consultant shall not use current year funds to pay prior or future year obligations.
- E.7** 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. Consultant 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. Consultant 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.
- E.8** Consultant 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, Consultant is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

## **F. INDEMNIFICATION, INSURANCE REQUIREMENTS, AND LIMITATIONS**

### **F.1 Indemnification**

The Consultant agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers (collectively, the "County Indemnified Party") from any and all claims by third parties and resulting actions, losses, damages and/or liability arising out of this Contract from (a) any bodily injury to or death of, or any physical damage to tangible property of, any County Indemnified Parties to the extent that such injury or damage results from the negligent or intentionally wrongful act or omission of Consultant in connection with the Services, or (b) the infringement by any deliverable upon any copyright, trademark, trade secret or U.S. patent of a third party, provided that Consultant shall have no indemnification obligation under clause (b) of this paragraph to the extent that the infringement arises out of or results from County Information, use of the deliverables other than as contemplated in the Contract, any alteration or modification to the deliverables by anyone other than the Consultant, any combination of the deliverables with materials not provided by the Consultant, or the Consultant's compliance with County's designs, specifications, requests or instructions in the creation of the deliverables except where such indemnification is prohibited by law.

**F.2 Additional Insured**

All policies, except for Worker's Compensation, 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 within the parameters of the indemnification and limitation of liability sections of the agreement. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85 or equivalent blanket endorsement.

**F.3 Waiver of Subrogation Rights**

Consultant 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 Consultant and Consultant's employees or agents from waiving the right of subrogation prior to a loss or claim. Consultant hereby waives all rights of subrogation against the County.

**F.4 Policies Primary and Non-Contributory**

Except for professional liability insurance all policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County. The primary and non-contributory status may be satisfied by blanket endorsement.

**F.5 Severability of Interests**

Consultant 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 Consultant and County or between County and any other insured or additional insured under the policy.

**F.6 Proof of Coverage**

Consultant shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder. Consultant shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Consultant shall maintain such insurance from the time Consultant commences performance of services hereunder until the completion of such services. If there is a claim and there is a coverage dispute, upon request Consultant will provide complete certified copies of the policies and endorsements relevant to the claim.

**F.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".

**F.8 Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions is the sole responsibility of Consultant.

**F.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, County has the right but not the obligation or duty to cancel this Contract.

**F.10 Insurance Review**

Insurance requirements are subject to periodic review by 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 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 County, inflation, or any other item reasonably related to the County's risk.

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

Any failure, actual or alleged, on the part of 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 County.

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

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

- F.11.1** 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 \$250,000 limits covering all persons including volunteers providing services on behalf of the Consultant and all risks to such persons under this contract.

If Consultant 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 Consultants that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- F.11.2** Commercial/General Liability Insurance – Consultant shall carry General Liability Insurance covering all operations performed by or on behalf of Consultant 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. Personal injury.
  - e. Contractual liability.
  - f. \$2,000,000 general aggregate limit.

**F.11.3** 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 occurrence.

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

**F.11.4** 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.

**F.11.5** Professional Liability – Professional Liability Insurance that includes errors and omissions liability and cyber liability coverage with limits of not less than one million (\$3,000,000) per claim and two million (\$6,000,000) aggregate limits. Coverage shall include 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 County entities and cover breach response cost as well as regulatory fines and penalties.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state 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.

## **F.12 Limitations**

**F.12.1** As part of the parties’ arrangements, the parties have mutually agreed to the following limitations of liability (which also apply to others for whom services are provided under this Contract):

- a. Neither party will be responsible, in contract or tort, under statute or otherwise, for any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of a Contract or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.
- b. County (and any others for whom services are provided) may not recover from Consultant, in contract or tort, under statute or otherwise, aggregate damages in excess of \$500,000. . This cap is an aggregate cap across all claims under this Contract prior to such date.

**F.12.2** The limitations set out in F.12.1 b. above will not apply to losses or damages caused by Consultant’s fraud or willful misconduct or to the extent prohibited by applicable law or professional regulations.

**F.12.3** Client (and any others for whom services are provided under this Contract) may not make a claim or bring proceedings relating to the services or otherwise under this Contract against any other EY Firm or EY Person. Client shall make any claim or bring proceedings only against Consultant.



- F.12.4** The limitations in Article F.12.1 a. and b. and F.12.3 and the provisions of Article F.1 regarding County's indemnification obligations, 21, 25 and 42 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to enforce them.

**G. SUCCESSORS AND ASSIGNS**

**G.1** This Contract shall be binding upon County and Consultant and their respective successors and assigns.

**G.2** Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Consultant without the prior written consent and approval of County.

**G.3** Death or Incapacity: If the Consultant transacts business as an individual, his/her death or incapacity shall automatically terminate this Contract as of the date of such event, and neither he/she nor his/her estate shall have any further right to perform hereunder, and County shall pay him/her or his/her estate the compensation payable under Article F, Fiscal Provisions, for any services rendered prior to such termination not heretofore paid, reduced by the amount of additional costs which will be incurred by County by reason of such termination. If there be more than one Consultant and any one of them die or become incapacitated and the others continue to render the services covered herein, County will make payment to those continuing as though there had been no such death or incapacity and County will not be obliged to take any account of the person who died or became incapacitated or to make any payments to such person or his estate. The provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Consultant herein, and if death or incapacity befalls the last one of such group before this Contract is fully performed, then the rights shall be as if there had been only one Consultant.

**H. RIGHT TO MONITOR AND AUDIT**

**H.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, and other pertinent items as requested, and shall have absolute right to monitor the performance of Consultant in the delivery of services provided under this Contract. Consultant shall give full cooperation, in any auditing or monitoring conducted. Consultant shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

**H.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

**I. CORRECTION OF PERFORMANCE DEFICIENCIES**

**I.1** Failure by Consultant to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

**I.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Consultant thereafter a period of 30 days within which to cure the breach; and/or
- b. Discontinue reimbursement to Consultant for and during the period in which Consultant is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Consultant but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately, and upon such termination, payment will be made to the Consultant for services rendered and expenses reasonably incurred prior to the effective date of termination. In the event of such termination, County may proceed with the work in any manner deemed proper by County.

**I.3** Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

**J. 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 deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County  
Department of Behavioral Health  
303 E. Vanderbilt Way, 4<sup>th</sup> Floor  
San Bernardino, CA 92415

Ernst & Young, LLP  
725 South Figueroa Street, 5<sup>th</sup> Floor  
Los Angeles, CA 90017

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

**K. ENTIRE AGREEMENT**

This Contract, including all Attachment, 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.

**L. ELECTRONIC SIGNATURES**

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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail 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 Agreement upon request.

**M. FORCE MAJEURE**

Neither party shall be liable for breach of this Contract (other than payment obligations) caused by circumstances beyond such party's reasonable control.

**IN WITNESS WHEREOF**, the San Bernardino County and Consultant 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

Ernst & Young, LLP

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

By ►

\_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
Diana Lee  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
Executive Director  
(Print or Type)

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

Address \_\_\_\_\_  
725 South Figueroa Street, 5th Floor  
\_\_\_\_\_  
Los Angeles, CA 90017

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►

\_\_\_\_\_  
Dawn Martin, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►

\_\_\_\_\_  
Michael Shin, Contracts Manager

Date \_\_\_\_\_

Reviewed/Approved by Department

►

\_\_\_\_\_  
Georgina Yoshioka, Director

Date \_\_\_\_\_

## ATTACHMENT A

### CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

Consultant 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 Consultant or officer or employee of the Consultant.

During the term of this Contract, Consultant shall not act as a Consultant or perform services of any kind for any person or entity that would adversely impact Consultant's ability to perform the services under this Contract. Consultant shall at all times comply with the terms of the Political Reform Act and the local conflict of interest code. Consultant shall immediately disqualify itself and shall not use its official position to influence in any way, any matter coming before the County in which the Consultant has a financial interest as defined in Government Code section 87103. Consultant represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the County.

"Consultant" means an individual who, pursuant to a contract with a state or local agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the County to enter into, modify, or renew a contract provided it is the type of contract that requires County approval;
5. Grant County approval to a contract that requires County approval and to which the County is a party, or to the specifications for such a contract;
6. Grant County approval to a plan, design, report, study, or similar item;
7. Adopt, or grant County approval of, policies, standards, or guidelines for the County, or for any subdivision thereof; or

(B) Serves in a staff capacity with the County and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the County that would otherwise be performed by an individual holding a position specified in the County's Conflict of Interest Code.

#### DISCLOSURE DETERMINATION:

- ☒ 1. Consultant will not be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B above. No disclosure required.
- ☐ 2. Consultant will be "making a government decision" or "serving in a staff capacity" as defined in either Section A or B above. As a result, Consultant shall be required to file a Statement of Economic Interest with the Clerk of the Board of Supervisors in a timely manner as required by law.

**ATTACHMENT B**  
**FEDERAL CONTRACTING PROVISIONS**

Contractor shall to comply with the following additional terms:

**A. Clean Air Act and the Federal Water Pollution Control Act (42 USC §§ 7401-7671q, 33 USC §§ 1251-1387.)**

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation 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.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Contractor agrees to report each violation 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.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**B. Procurement of Recovered Materials (45 CFR § 75.331)**

1. 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.
2. 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.
3. 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>.

4. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**C. Prohibited Telecommunications and Video Surveillance Equipment and Services (2 C.F.R. §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. §200.16(b).

**D. 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.

**E. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended))**

Contractor certifies 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.

*[certification continued on next page]*

## 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, Ernst & Young, 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.

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Signature of Contractor's Authorized Official

Diana Lee, Executive Director

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Name and Title of Contractor's Authorized Official

---

Date

**EXHIBIT I**  
**CONSULTANT COST PROPOSAL**



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**ATTACHMENT E – FEE PROPOSAL SHEET(S)**

**DBH Organizational Assessment Project**

Proposer's All-Inclusive Fee \$ 396,639.00  
(Including reimbursable expenses, such as travel costs, printing costs, etc.)

Proposed Man Hours for Services 1,771 Man Hours  
(including estimated man hours for agency(ies) reviews)

Proposed Schedule for Services April- 29<sup>th</sup> to October 31<sup>st</sup>  
(including estimated agency(ies) reviews)

Benchmark Schedule Monthly invoicing

Estimate of all costs \$ 396,639.00



## EXHIBIT II

### PROJECT APPROACH

	1. Initiate	2. Collect	3. Analyze	4. Synthesis	5. Deliver
Overview	Set the foundation for the project	Collect and validate data for current state understanding	Review and Validate data collected Address information gaps	Present prioritized findings and opportunities for improvement	Provide roadmap for ongoing improvement opportunities
Key activities	<ul style="list-style-type: none"> <li>Determine scoping requirements</li> <li>Develop work plan and establish project team meeting cadence</li> <li>Receive introductions and POCs</li> <li>Establish organizational targets</li> </ul>	<ul style="list-style-type: none"> <li>Collect data</li> <li>Conduct internal and external interviews</li> <li>Launch culture survey</li> <li>Conduct fiscal, policy, procedural, programmatic review</li> <li>Review legislative/statutory requirements</li> </ul>	<ul style="list-style-type: none"> <li>Perform data validation Identify gaps, inconsistencies</li> <li>Review data for quality assurance</li> <li>Analyze data to identify organizational and operational future state models</li> </ul>	<ul style="list-style-type: none"> <li>Prepare insights</li> <li>Identify strengths and opportunities</li> <li>Provide organizational structure efficiencies</li> <li>Integrate leading practices into overall deliverables</li> </ul>	<ul style="list-style-type: none"> <li>Integrate feedback</li> <li>Develop high level implementation roadmap to include change management considerations</li> <li>Provide view of level of effort and timeline, quick wins</li> </ul>
Key outputs	<ul style="list-style-type: none"> <li>Kickoff documents</li> <li>Project timeline</li> <li>Draft interview list</li> <li>Develop survey</li> </ul>	<ul style="list-style-type: none"> <li>Interview documents</li> <li>Draft findings</li> <li>Draft asset inventory</li> </ul>	<ul style="list-style-type: none"> <li>Draft recommendations analysis</li> <li>Draft enhancement plan areas</li> </ul>	<ul style="list-style-type: none"> <li>Draft strategic plan</li> </ul>	<ul style="list-style-type: none"> <li>Accountability framework of performance outcomes</li> <li>Resource proposal for internal sustainability</li> </ul>
Deliverables	<ul style="list-style-type: none"> <li>Project plan</li> </ul>	<ul style="list-style-type: none"> <li>Weekly written status reports and meetings</li> </ul>	<ul style="list-style-type: none"> <li>Weekly written status reports and meetings</li> </ul>	<ul style="list-style-type: none"> <li>Draft Summary Report</li> </ul>	<ul style="list-style-type: none"> <li>Final Summary Report</li> </ul>

## Detailed Approach

### Phase I

#### 1. Initiate

The Initiate phase sets the foundation for the assessment effort. Key activities include confirming scope, agreeing on data collection measures, determining interviews, focus group participants, defining project outputs, developing the project work plan and roles, and setting up protocols for data collection. The most important element of the initiate phase is determining the scope of the assessment, obtaining points of contact for internal and external stakeholders and proposing a schedule that builds confidence in meeting the obligations for the project. Each DBH division may differ in size, number of policies and

staffing and other characteristics, therefore, it will be necessary to establish appropriate parameters for the assessment. Our goal is to gain an understanding of the structure and operations of each division during this phase. As we gain experience with the first division, our team will be able to scale our collection and analysis activities to increase speed and efficiencies for the subsequent division assessments. The project plan will highlight how the phased approach to the review will allow for certain activities to occur concurrently while other activities may occur sequentially. The proposed schedule and timeline will be collaboratively built with key DBH stakeholders, including the project leadership and must be accepted by DBH prior to advancing to the Collect phase.

#### Key Activities

- Confirm project scope
- Develop work plan
- Identify external and internal stakeholders
- Confirm communication plan
- Develop culture survey
- Develop data collection templates
- Agree on output format
- Align on assessment framework

## Phase II

### 2. Collect

The Collect phase entails launching and conducting the DBH data collection surveys, interviews, focus groups, and receiving and validating data. EY will determine an appropriate data collection and documentation strategy based on the scale and complexity of DBH divisions, and the number of internal and external stakeholders. The collection phase is dependent upon access to stakeholders for interviews and focus groups and the responsiveness of staff to surveys; the identification and collaboration with appropriate stakeholders and the availability and access to DBH policies is a key dependency for this project. The data collection for each DBH division will be sequenced based on the project plan and EY will provide detailed document and interview requests for each divisional leaders and will utilize both in-person data collection and remote interviews as needed to meet the target timeline.

EY will use a survey to capture feedback from DBH team members. This survey will be launched via a Qualtrics or comparable agreed upon platform, for completion by DBH team members across each division. The purpose of this survey is to understand the current state culture, ways of working, and perceptions of the DBH team. Survey findings will be used by EY to understand the current state organizational culture, organizational practices and perceptions.

Interviews and focus groups are critical components of an organizational assessment approach and will focus on providing a voice to DBH's workforce. EY will collaborate with

DBH project leadership to identify a representative sample of DBH team members across all divisions to engage in interviews. EY will collaborate with DBH leadership to identify key stakeholders; provider agency leadership and appropriate staff and partnering agency leadership and appropriate staff to engage in interviews and focus groups. Interviews and focus group scheduling will consider timing and venue (in-person and virtual) to accommodate participants. An engaging approach to interviews and focus groups will allow a safe space in which employees will be able to comfortably share their unique perspectives, identify underlying challenges, and validate quantitative findings through the lived experiences of employees and key stakeholders.

Interviews, specifically, will be conducted in one-on-one settings. Participants' anonymity will be emphasized to provide a safe, open environment in which they will be encouraged to share their candid experiences per questions detailed in the 'Interview and Focus Group Guides'. To support that these sessions are productive and do not devolve into unproductive complaints, we will utilize structured facilitation techniques designed to elicit constructive, engaging, and valuable insights. This includes setting clear objectives, using open-ended questions to guide the discussion, and actively steering conversations towards constructive feedback and potential solutions. During interviews EY will be able to confirm information captured via policy review as well as capture further information specific to operational, functional and fiscal data. Both interviews and focus groups will be used to grow our understanding of current challenges and barriers to success for the organization's structure and operations. This will include discussing existing structural inefficiencies, reporting mechanisms, cross-division communication and collaboration, and areas of potential task duplication, among other areas. Focus groups will specifically create a collaborative environment and will place a particular emphasis on corroborating trends and themes identified in interviews. Interview and focus group findings combined with documentation review will inform preliminary themes.

#### Key Activities

- Conduct up to 20 interviews
- Conduct up to four focus groups
- Launch culture survey
- Review policies and procedures
- Review existing DBH reports
- Review legislative mandates

### 3. Review and Analyze

This phase incorporates our assessment framework approach for data review and validation, identifying gaps, and developing observations for improvement areas. Our experience with operational reviews affords us a clear framework to assess operational and financial elements. This phase focuses on continuous improvement and includes identifying future-state targets, quality measures and tools for monitoring, it will be critical to equip DBH with a continuous improvement process to support sustained success. We will work with DBH to identify opportunities for improvement. Areas for improvement will include, but not be limited to, programmatic monitoring, organizational structure, staff and resource effectiveness, fiscal management, performance and innovation. For the organizational structure analysis, we will assess current managerial spans and layers of the organization, roles and responsibilities, process flows around key tasks, and alignment of key functions across teams and departments. Options will be co-developed and tailored to your needs, considering the different levels of complexity or risk for each division.



### Key Activities

- Data final validation
- Review and Integrate findings
- Develop observations for enhancements
- Opportunity identification
- Preparation of preliminary report
- Submit preliminary report draft

## Phase III

### 4. Synthesis

This phase includes presentation of prioritized opportunities for improvement and insights to DBH as part of the preliminary report. As feedback is received from the prior phase delivery of the preliminary report, our team will incorporate DBH feedback and make appropriate adjustments. Our team of subject matter professionals will work with DBH to address each of the areas identified for enhancement and the interconnections of each, to highlight the possible optimizations that can be gained. From an organizational structure perspective, we will provide recommendations around strategies for DBH to enhance the way the organization is structured to be most responsive and effective in meeting increased requirements from both DBH's clients and the State. These may include, but are not limited to, recommended changes to reporting lines, realignment of functions within the organization, staffing level recommendations, process flow improvements, and governance strategies.

We will then support you in analyzing specific issues and prioritizing the issues to be addressed first. We will collaboratively work with the DBH project leadership to support prioritization of the recommendations that are division-specific and review DBH recommendations to be considered for continuous improvement.

### Key Activities

- Integrate feedback into report
- Prepare second draft of report

### 5. Develop and Deliver

This phase involves the delivery of the final report. Final feedback will be incorporated into report components which will include development of findings, options and a suggested roadmap, along with suggestions for DBH implementing and sustaining potential

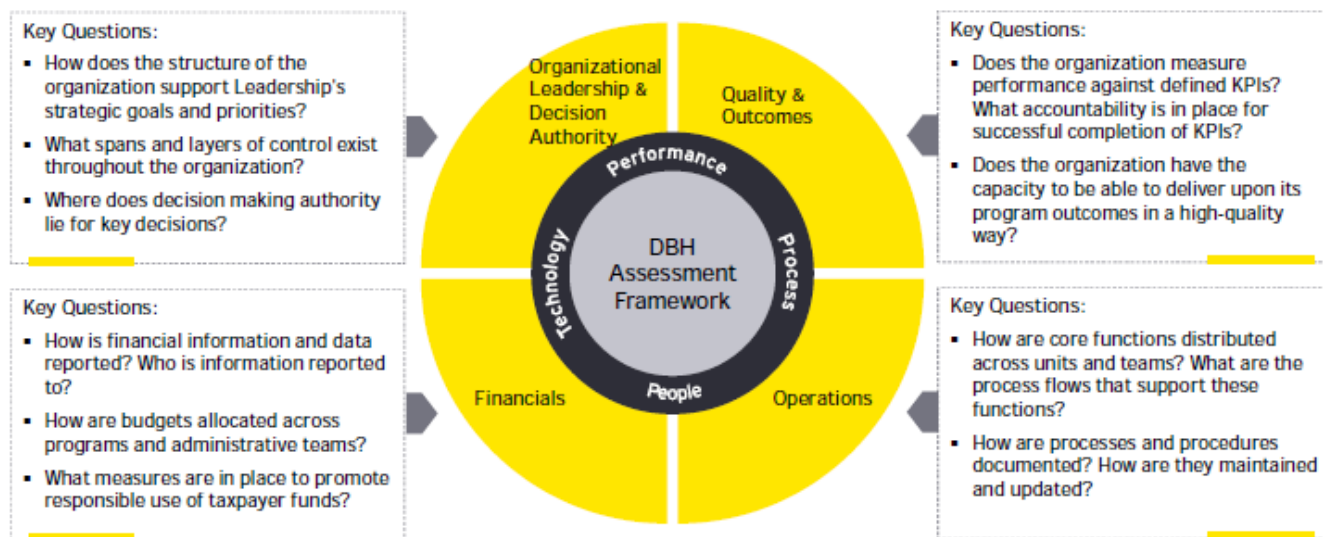
continuous improvement opportunities. As part of our transition commitment, we will work with DBH to co-develop your sustainability program and deliver tangible additional value that highlights current operational and organizational concerns and limits the burden on your resources and recommends new strategies that creates process efficiencies.

### Key Activities

- Development of roadmap
- Identification of sustainability measures
- Delivery of final report

### Assessment Framework

To support the assessment of San Bernardino Department of Behavioral Health’s current state operations, EY has developed a framework that guides the review of processes and practices to provide performance improvement recommendations. The framework consists of four focus areas that highlight key dimensions of the organization of which performance can be assessed and grouped. Each focus area is evaluated against the same four elements of Performance, People, Processes, and Technology, which provides a foundation by which the Department of Behavioral Health can initiate the journey to a desired future state.



We have detailed our proven approach and framework for how EY will deliver to meet the needs of this engagement for DBH. We are confident that with our subject matter knowledge and experience with behavioral health, and specifically in California, we are the best partner to support DBH in accomplishing your goals and objectives.

## Summary Work Plan by Deliverables and Needs from DBH

Project Deliverables	Activities	Needed from DBH
Conduct a detailed examination of DBH's structure, functions, processes, and priorities.	<ul style="list-style-type: none"> <li>▪ Initiate client communication and collect data</li> <li>▪ Conduct interviews with DBH staff first to gather their input, receive documents and understand DBH protocols.</li> <li>▪ Meet with key stakeholders to capture insight on desired organizational and operational performance</li> </ul>	<ul style="list-style-type: none"> <li>▪ Email and phone contact for internal and external stakeholders (e.g., DBH Division leadership, partnering agencies)</li> <li>▪ Programmatic policy manual</li> <li>▪ Human resources policy manual</li> <li>▪ Accounting procedural manual including fiscal management system</li> <li>▪ Organizational chart and FTE breakdown by division</li> <li>▪ Division roles/responsibilities</li> <li>▪ Quality management Policies and Procedures</li> <li>▪ Provider network Management Policies and Procedures</li> </ul>
Evaluate the extent to which DBH's current organizational structure, staffing, and processes are efficient and effective	<ul style="list-style-type: none"> <li>▪ Gather data, performance reports, organization chart, functional chart and validate against interviews</li> <li>▪ Document and review processes and procedures, owners and timely completion</li> <li>▪ Analyze data, identify strengths/gaps in processes/ structure.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Agency outcome measures</li> <li>▪ Key performance Indicators (KPIs)</li> <li>▪ Performance Summary reports 2023-2024</li> <li>▪ Information Technology and Data Management Policy and Procedures</li> </ul>

Project Deliverables	Activities	Needed from DBH
	<ul style="list-style-type: none"> <li>▪ Understanding of behavioral health state, federal, county funding</li> <li>▪ Knowledge of BH evidence -based best practices</li> </ul>	<ul style="list-style-type: none"> <li>▪ Documented inventory of spreadsheets, applications, systems and databases</li> <li>▪ Agency strategic plan and initiatives</li> </ul>
Provide written findings, recommendations, and a suggested roadmap, including an optimal organizational model based on available budget and staffing	<ul style="list-style-type: none"> <li>▪ Data synthesis and strategy development</li> <li>▪ Document options for organizational model, strengths and opportunities for improvement</li> <li>▪ Draft roadmap</li> </ul>	<ul style="list-style-type: none"> <li>▪ Agency, Division, Programmatic budgets</li> <li>▪ Job descriptions</li> </ul>
Provide regular updates and preliminary reports that include recommendations that are time limited, may be beneficial but not necessarily required, and those that can be discontinued due to financial constraints	<ul style="list-style-type: none"> <li>▪ Prepare client branded written reports, including but potentially not limited to the following: <ul style="list-style-type: none"> <li>▪ Biweekly progress/status reports, project plan development and implementation</li> </ul> </li> <li>▪ Meeting and working session preparation and development</li> </ul>	<ul style="list-style-type: none"> <li>▪ Agreement on meeting dates</li> <li>▪ Identification of DBH project leadership team</li> </ul>
Provide a preliminary report with initial findings on or before the three (3) month/halfway point of the contract for review by DBH management staff	<ul style="list-style-type: none"> <li>▪ Data synthesis and strategy development</li> <li>▪ Document options for organizational model, strengths and opportunities for improvement</li> <li>▪ Draft roadmap</li> <li>▪ Draft preliminary report</li> </ul>	<ul style="list-style-type: none"> <li>▪ DBH response with feedback within 5 business days of receipt</li> </ul>
Comprehensive written final report containing a detailed assessment and recommendations.	<ul style="list-style-type: none"> <li>▪ Final report</li> <li>▪ Address client feedback from preliminary report</li> </ul>	<ul style="list-style-type: none"> <li>▪ DBH response with feedback within 5 business days of receipt</li> </ul>



## Project Schedule by Phases

Below is a proposed project schedule of activities by phases and the estimated time to achieve project deliverables identified in the RFP:

