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Contract Number

23-1389

SAP Number

### Transitional Assistance Department

<b>Department Contract Representative</b>	<u>Raul Gudino, Contract Analyst</u>
<b>Telephone Number</b>	<u>(909) 388-0255</u>
<b>Contractor</b>	<u>eXemplar Human Services LLC</u>
<b>Contractor Representative</b>	<u>Andrew Bush</u>
<b>Telephone Number</b>	<u>(202) 286-3883</u>
<b>Contract Term</b>	<u>February 1, 2024 through January 31, 2027</u>
<b>Original Contract Amount</b>	<u>\$3,877,299</u>
<b>Amendment Amount</b>	<u>N/A</u>
<b>Total Contract Amount</b>	<u>\$3,877,299</u>
<b>Cost Center</b>	<u>3000395</u>

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, San Bernardino County, hereafter referred to as "County," desires a customized subscription for Reporting Tools and Services to help regularly monitor California Work Opportunity and Responsibility to Kids (CalWORKs) program performance; and

**WHEREAS**, County has been allocated federal funds by the California Work Opportunity and Responsibility to Kids (CalWORKs) single allocation to provide such services; and

**WHEREAS**, County finds eXemplar Human Services LLC hereafter referred to as "Contractor," qualified to provide customized reporting tools and analytic services; and

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

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

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## I. DEFINITIONS

- A. Able-Bodied Adults without Dependents (ABAWD) – Adults from eighteen (18) years of age and up to fifty (50) years of age that are required to meet CalFresh work requirements.
- B. CalFresh – The federally-funded food and nutrition program, also known as the Supplemental nutrition Assistance Program (SNAP), which increases household food budgets in the effort to help improve the health and well-being of eligible families and individuals by giving them a means to meet their nutritional needs.
- C. California Work Opportunity and Responsibility to Kids (CalWORKs) – The program that replaced the Aid to Families with Dependent Children (AFDC) program in the State of California.
- D. CalWORKs Outcomes and Accountability Review (Cal-OAR) Summary – A local accountability system that facilitates continuous improvement of county CalWORKs programs by collecting and disseminating data and best practices within the implementation of CalWORKs. Cal-OAR will consist of three (3) components: performance indicators, a CalWORKs self-assessment process, and a CalWORKs System Improvement Plan.
- E. Contractor – eXemplar Human Services, LLC, the entity to which funds are awarded under this Contract and which is accountable to County for use of these funds. The Contractor is responsible for executing the Contract provisions and providing the identified services.
- F. Eligibility Determination and Benefit Calculation – Eligibility determination and benefit calculations that are determined in the CalACES (formerly C-IV system).
- G. Enterprise II Lite System – The web-based system for reporting county-specific Temporary Assistance for Needy Families (TANF) Work Participation Rate (WPR) data to the California Department of Social Services (CDSS).
- H. Inter District Transfer – The process which occurs when an Eligibility Worker (EW) and/or Employment Services Specialist (ESS) receives information that a customer has moved to another district within San Bernardino County.
- I. Master Assignment Queue – A classification assigned a Workload Inventory queue based on the program category and Spanish Speaking Only (SSO) language, which may not exceed 2,500 programs.
- J. Medi-Cal – California's Medicaid program, established to provide low-cost or no-cost public health insurance to low-income and disabled individuals.
- K. MEDS Alert – An alert generated when information entered into the CalACES (formerly C-IV system) conflicts with existing MEDS and Social Security Administration (SSA) records.
- L. Modified Adjusted Gross Income – Total taxable income used to determine a household's eligibility for Medicaid.
- M. New Hire Report – A report available in the CalACES (formerly C-IV system) which notifies the County of recipient customers who are over eighteen (18) years old, were hired or rehired within the last thirty (30) days, and whose anticipated wages are over \$300 per month.
- N. Personally Identifiable Information (PII) – Any information that can be used alone or in conjunction with other information to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, Driver License number, or identification number.
- O. Random Equitable Assignment of Cases – Process by which cases are reassigned from one workload to another.
- P. Redetermination – A full eligibility review conducted annually for the continuation of benefits.
- Q. SAR 7 – The Eligibility Status Report form that some CalWORKs and CalFresh households must complete, sign, and send to the County, once a year.
- R. Temporary Assistance for Needy Families (TANF) – The federal program under which CalWORKs is administered.

- S. Transitional Assistance Department (TAD) – The department that determines eligibility for CalWORKs cash benefits, Medi-Cal, and CalFresh (formerly Food Stamps). This department is also responsible for administering the Welfare-to-Work activities for CalWORKs clients.
- T. Welfare-to-Work (WTW) – Any activity needed to assist individuals to move from welfare dependency to employment.
- U. Work Participation Rate (WPR) – CalWORKs requires non-exempt parents who are aided and living with an aided child to participate in WTW activities. CalWORKs excludes cases with adults who have reached the TANF sixty (60) month time limit (Safety Net cases), have been sanctioned for non-compliance with work requirements, or who are exempt from participation, as well as those who have good cause for not participating from required WTW activities.

## II. **CONTRACTOR SERVICE RESPONSIBILITIES**

Contractor shall:

- A. Provide Reporting Tools as described in Attachment A.
- B. Produce all reports in Microsoft Excel, unless otherwise directed by County.
- C. Distribute reports to County staff by email.
- D. Provide color-coding, highlighting, shading or other means of identifying lingering cases on reports or for any other purposes as directed by County. Contractor shall ensure each sheet/tab within an Excel file will come with column headers pre-frozen for ease of scrolling and viewing reports.
- E. Produce reports that are customized for each individual staff member/user of the County. Contractor shall maintain a User Hierarchy database where the relationships between line-level workers, supervisors, managers, and directors will be stored to enable reports to include data for all workers who report to the individual receiving the report.
- F. Provide modifications to any of the reports at County request.
- G. Provide new reporting tools to support the County in program and policy areas with future implementation dates. These include, but are not limited to, ABAWD and Cal-OAR.
- H. Resolve any data investigation issue within one business day from receipt of issue from the County.
- I. Produce new reporting tools or modifications to existing reporting tools no later than ten (10) business days from date final requirements are received from the County.
- J. Provide ad-hoc reporting services to the County. Ad-hoc report requests shall be produced within one (1) business day from receipt of the request from the County.
- K. Not charge the County any fees for a) developing new reporting tools; b) any modifications to existing reporting tools; and c) for ad-hoc reporting services.

## III. **CONTRACTOR GENERAL RESPONSIBILITIES**

- A. In the performance of this Contract, Contractor, its agents, and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County. Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to 7 Code of Federal Regulations (CFR) Part 3017, 45 CFR 76, 40 CFR 32, or 34 CFR 85. By signing this Contract, Contractor certifies that:
  - 1. Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

2. Have not within a three-year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction or records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (A)(2) herein; and
  4. Have not within a three-year period preceding this Contract had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- B. Contractor shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list (<https://www.sam.gov>). If at any time during the term of this Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of this Contract, and the County may proceed under the Correction of Performance Deficiencies at Section VII of this Contract, including immediate termination of this Contract. If Contractor becomes aware, at any point during the term of this Contract, that it is identified as suspended or debarred on the SAM excluded list, Contractor must immediately inform County. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.
- C. Without the prior written consent of the Assistant Executive Officer, this Contract is not assignable by Contractor either in whole or in part.
- D. Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such member's staff, Chief Executive Officer of the County or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- E. If during the course of the administration of this Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- F. 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.
- G. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Director of TAD through the HS Contracts Unit. The County may withhold such consent in its sole discretion.

At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Paragraph Q of this Section III.

For any subcontractor, Contractor shall:

1. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions;
  2. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County; and
  3. Include in the subcontractor's subcontract substantially similar terms as are provided in this Contract.
- H. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within San Bernardino County. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.
- All records relating to the Contractor's personnel, contractors, subcontractors, service/scope of work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other 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 also comply with the appropriate Code of Federal Regulations (CFR) that state the administrative requirements, cost principles and other standards for accountancy. Please refer to [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) for further information.
- All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.
- I. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.
- J. Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
- K. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days. Contractor shall not change the primary contact without written notice to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
- L. Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact on the Contract. Board of Directors' minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.
- M. Contractor shall ensure that all staff, volunteers and/or subcontractors performing services under this Contract comply with the items below prior to providing any services. Additional information concerning these requirements is specified at <http://hss.sbcounty.gov/Privacy>. The information contained thereat is hereby incorporated by this reference.

1. Read, understand, and comply with the Privacy and Security Requirements Summary.
  2. Ensure employees, sub-contractors, agents, volunteers, and interns who have access to PII complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
  3. Ensure employees, sub-contractors, agents, volunteers, and interns who have access to PII sign the Confidentiality Statement annually.
  4. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via e-mail at: [HSPrivacySecurityOfficer@hss.sbcounty.gov](mailto:HSPrivacySecurityOfficer@hss.sbcounty.gov).
- N. Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
- O. Contractor 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 County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor 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 memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.
- P. Contractor shall make every reasonable effort to prevent employees, consultants or members of its 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. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees 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 applicants and such persons have successfully competed for employment with other applicants on a merit basis.
- Q. Contractor agrees to and shall comply with the following indemnification and insurance requirements:
1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.  
  
Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any Goods or Services. If a credible claim is made or threatened, including without limitation the filing

of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its obligations only if and to the extent that such delay or failure materially prejudices Contractor's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the Goods or Services that are the subject of the claim. In the event that Contractor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Contractor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Contractor's account at any time; and County, at its sole discretion, may settle the claim or suit.

If, in Contractor's opinion, any goods or services became, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Contractor may, at its option: (i) procure for county the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Contractor, County shall cease use of the goods or services upon written notice from Contractor, and Contractor shall provide county with a pro-rata refund of the unearned fees paid by County to Contractor for such goods or services.

2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.1185.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.



6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”.
8. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

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

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

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

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

- a. Workers’ Compensation/Employers Liability – A program of Workers’ Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer’s Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

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

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

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
  - 1. Premises operations and mobile equipment.
  - 2. Products and completed operations.
  - 3. Broad form property damage (including completed operations).
  - 4. Explosion, collapse, and underground hazards.
  - 5. Personal injury.
  - 6. Contractual liability.
  - 7. \$2,000,000 general aggregate limit.
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

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

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits.

or

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

or

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

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

- f. Cyber (internet) and Electronic Data Processing (EDP) Insurance – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
- R. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
- S. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- T. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).
- U. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7606), section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).
- V. 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 Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.  
  
To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractors must also be able to report on environmentally preferable goods used in the provision of Services to the County, utilizing a County approved form.
- W. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
- X. Contractor agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or Vendor's relationship with County shall not be made or used without prior written approval of the (\*appropriate dept.) Director or their designee.
- Y. IRAN CONTRACTING ACT 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Contractor agrees that signing the Contract shall constitute signature of this Certification.

- Z. Campaign Contribution Disclosure (SB 1439) – Contractor has disclosed to the County using Attachment G – Campaign Contribution Disclosure (SB 1439), whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors within the preceding 12 months of the date of the proposed amendment.

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

#### **IV. COUNTY RESPONSIBILITIES**

County shall:

- A. Provide Contractor with a central point of contact to facilitate the terms of the Contract.
- B. Provide Contractor with access to information that would be necessary to support and conduct services.
- C. Monitor and evaluate the performance of Contractor in meeting the terms of the Contract and the quality and effectiveness of services provided.
- D. Compensate Contractor for services in conformity with Section V below.

#### **V. FISCAL PROVISIONS**

- A. The maximum amount of payment under this Contract shall not exceed \$3,877,299 (\$1,292,433 per twelve [12] month period), of which \$3,877,299 may be federally funded, and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- B. Contractor shall submit a monthly invoice to the HS Finance Unit by the tenth (10<sup>th</sup>) calendar day of the month following the end of the month of service.
- C. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- D. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- E. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or

indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

- F. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.

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

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted. Contractor shall repay to the County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.
- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three (3) years after final payment under the Contract or until all pending county, state, and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- F. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
- G. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, Contractors expending \$750,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Code of Federal Regulations (CFR) – Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to [http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200\\_1501&rqn=dv8](http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rqn=dv8) for further information.
- H. The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other cluster" for purposes of determining major

programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Health and Human Services:  
CFDA Number 93.558 – Temporary Assistance for Needy Families (TANF)

- I. County is required to identify the Contractor Data Universal Numbering System (DUNS) numbers and Federal Award Identification Number (FAIN) in all County contracts that include Federal funds or pass through of Federal funds. This information is required in order for the County to remain in compliance with 2CFR Section 200.331, and remain eligible to receive Federal funding. The Contractor shall provide the Contractor name as registered in DUNS, as well as the DUNS number to be included in this Contract. Related FAIN will be included in this Contract by the County.

Contractor Name as registered in DUNS	Exemplar LLC
DUNS	19-703-2795
FAIN	1801CATANF

**VII. CORRECTION OF PERFORMANCE DEFICIENCIES**

- A. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
- B. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- C. 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.
  - 1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
  - 2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
  - 3. Withhold funds pending duration of the breach; and/or
  - 4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
  - 5. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
- D. 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 (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

**VIII. TERM**

This Contract is effective as of February 1, 2024, and expires January 31, 2027, but may be terminated earlier in accordance with provisions of Section IX of the Contract. The Contract term may be extended for two (2) additional one-year periods by mutual agreement of the parties.

**IX. EARLY TERMINATION**

- A. The County may terminate the Contract immediately under the provisions of Section VII, Paragraph C, Item 5 of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Executive Officer is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. Contractor shall only be reimbursed for costs and cancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
- C. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

**X. GENERAL PROVISIONS**

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

Contractor: eXemplar Human Services LLC  
200 S. Virginia Street, Suite 80061  
Reno, NV 89501

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

- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
- C. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

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

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- D. Time is of the essence in performance of this Contract and each of its provisions. 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.
- E. The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.
- F. County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.
- G. All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section VIII, Term. Unless otherwise directed by County, Contractor may retain copies of such items.
- H. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- I. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- J. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.



- K. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in San Bernardino County, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- L. 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.
- M. 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 and enforceability of the remaining provisions shall remain in full effect.
- N. 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 Contractor 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. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise proceed herein in connection with defense obligations by Contractor for County.



**XI. CONCLUSION**

- A. This MOU, consisting of eighteen (18) pages, is the full and complete document describing services to be rendered including all covenants, conditions, and benefits.
- B. The signatures of the parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.
- C. This MOU 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 MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.
- D. IN WITNESS WHEREOF, the Board of Supervisors of San Bernardino County has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

SAN BERNARDINO COUNTY

*Dawn Rowe*

Dawn Rowe, Chair, Board of Supervisors

Dated : DEC 19 2023

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

eXemplar Human Services LLC  
(Print or type name of corporation, company, contractor, etc.)

By *Andrew S Bush*  
(Authorized signature - sign in blue ink)

Name Andrew S. Bush  
(Print or type name of person signing contract)

Title Chief Executive Officer  
(Print or Type)

Dated: 12/8/2023

Address 200 S. Virginia Street, Suite 80061

Reno, NV 89501

**FOR COUNTY USE ONLY**

Approved as to Legal Form by:  
*Adam Ebright*  
Adam Ebright, Deputy County Counsel  
Date 12/8/2023

Reviewed for Contract Compliance  
*Patty Steven*  
Patty Steven, Contract Manager  
Date 12/11/2023

Reviewed/Approved by Department  
*Gilbert Ramos*  
Gilbert Ramos, Director  
Date 12/8/2023

SCOPE OF WORK, between  
eXemplar Human Services and San Bernardino County Transitional Assistance Department, for  
Reporting Tools and Services  
2024

This scope of work defines the services to be provided by eXemplar Human Services (Contractor) to the San Bernardino County Transitional Assistance Department (County) for Reporting Tools and Services.

1. Produce a Daily Intake Dashboard Report. This report shall provide a consolidated view of all current pending CalWORKs (CW), CalFresh (CF), Medi-Cal (MC), and Expedited CalFresh (ECF) programs. The report shall contain the following alert indicators: a) Pending CW/CF/MC Applications Due Tomorrow, b) CW App Between thirty-five to forty-five (35-45) Days, c) CW App Over forty-five (45) Days, d) CW Total Pending, e) CF App Between twenty to thirty (20-30) Days, f) CF App Over thirty (30) Days, g) CF Total Pending, h) ECF Due Next Day, i) Overdue ECF, j) MC App Between thirty-five to forty-five (35-45) Days, k) MC App Over forty-five (45) Days, l) MC Total Pending. Contractor shall provide additional customization as directed by County.
2. Produce a Consolidated Eligibility Triggers Report. This report shall be a multiple tab consolidated report representing Eligibility related information regarding Intake and Continuing eligibility and caseload management tasks. The elements contained in the report shall be: SAR 7 Completion Rate, Overdue SAR 7's Previous Month, CW/CF RE Completion Rate, CW/CF RE Current Month, MC RE Current Month, MC RE Current Month Summary, Critical Tasks, and MAGI Overdue Review. Contractor shall provide additional customization as directed by County.

The SAR 7 Completion Rate report will provide SAR7 information for all CW, CF and CW/CF combination cases for the respective SAR 7 Submit Month. The report shall include the following indicators: Program, Total SAR 7's Due, Received, In Sent Status, In Received Status, In Ready to Run Status, Completed, N/A, Incomplete, and Rate. The report will also identify: a) If the case has a task with task type of NHR set prior to the last completed SAR7/RE, include "(NHR)" next to the Case number b) identify and display income amount/types for those CF cases with income that have a SAR 7 reports due.

The Overdue SAR 7 report will display any open SAR7s (not 'Complete', 'Incomplete, or 'NA') from the prior submit month received in the current month.

The CW/CF RE Completion Rate report will provide RE information for all CW/CF cases with RE's due in the respective report month. The report shall include the following indicators: Total CW/CF RE's Due, In Sent Status, Received, In Received Status, In Ready to Run Status, Completed, N/A, Incomplete, and Rate.

The CW/CF RE Current Month report provides information on CW and CF RE's in Received and Ready to Run status for the respective RE report month. The report shall include the following indicators: MAQ, Case Number, Case Name, Received On, Last Status Date, Last Status, and Scanned in District. The report will also identify: If the case has a task with task type of NHR set prior to the last completed SAR7/RE, include "(NHR)" next to the Case number.

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The MC RE Current Month report provides information on MC RE's in Received and Ready to Run status for the respective RE report month. Because the universe for all current month MC REs includes REs that are processed outside of Customer Reports (CR), Contractor shall identify these as 'RE DUE (NO CR)'. The report shall include the following indicators: MAQ, Case Number, Case Name, Received On, Last Status Date, Last Status, and Scanned in District. The report will also identify: If the case has a task with task type of NHR set prior to the last completed SAR7/RE, include "(NHR)" next to the Case number.

The MC RE Current Month Summary report provides summary information on MC RE's in Received and Ready to Run status for the respective RE report month. Because the universe for all current month MC REs includes REs that are processed outside of Customer Reports (CR), Contractor shall identify these as 'RE DUE (NO CR)'. The report shall include the following indicators: RE Due (No CR), Ready to Run, Received, Total of Received and RE Due (No CR).

The Critical Tasks report Indicates the Task Type of any open Task whose due date has passed or is one (1) day out (up to forty-eight (48) hours) in the future: Felons, Fraud, Aid Paid Pending, State Hearing, Sanction/Penalty, MC 355 Due, Contact Client, and for New Hire Report tasks if created after 5/1/17, (NHR only when associated with a SAR or RE in the respective report month). Also, if there are any open Change Reported tasks where description = C4Yourself, regardless of the end date, it will be included. The report shall include the following indicators: MAQ, Case Number, Task Type, Due Date, and Assign Date.

The MAGI Overdue Review identifies MAGI referrals that are in an 'In Process' status three (3) or more days after receipt of the referral as indicated on the Referral Date on the MAGI Referral Detail page. The report shall include the following indicators: Received On, In Process Status Date, and Days in Process.

3. Produce a Productivity Report. This report shall be a multiple tab report that provides information on case actions completed by Eligibility Worker staff. The tabs with corresponding information will be Yesterday, Week to Date, and Month to Date for the respective reporting month/timeframe. The report will be customized to identify completed case actions by how they were completed in C-IV, i.e. running EDBC, status updates, etc. Contractor shall provide additional customization as directed by County.

The report shall include the following indicators: SAR 7 Completed, SAR 7 Incomplete, MC RE Completed, MC RE Incomplete, CF RE Completed, CF RE Incomplete, CW RE Completed, CW RE Incomplete, CW/CF RE Completed, CW/CF RE Incomplete, Tasks with SAR 7/RE, Tasks without SAR 7/RE, MEDS Alert with SAR 7/RE, and MEDS Alert without SAR 7/RE.

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4. Produce an Overtime Productivity Report. This report shall provide information on case actions completed by Eligibility Worker staff during a Saturday overtime session. The tab with this data will appear on the regular Productivity Report on the Monday immediately following the Saturday overtime session. The report will be customized to identify completed case actions by how they were completed in C-IV, i.e., running EDBC, status updates, etc. Contractor shall provide additional customization as directed by County.

The report shall include the following indicators: SAR 7 Completed, SAR 7 Incomplete, MC RE Completed, MC RE Incomplete, CF RE Completed, CF RE Incomplete, CW RE Completed, CW RE Incomplete, CW/CF RE Completed, CW/CF RE Incomplete, Tasks with SAR 7/RE, Tasks without SAR 7/RE, MEDS Alert with SAR 7/RE, and MEDS Alert without SAR 7/RE.

5. Produce a Consolidated Welfare to Work (WtW) Alerts Report. This report shall provide multiple reports, for use by County WtW staff, into a single consolidated report. Contractor shall provide additional customization as directed by County.

The WtW Alerts report shall provide information and alerts related to WtW caseload management. It shall include the following indicators: e2Lite, Unengaged, Non-Compliance Over sixty (60) Days, Good Cause Over thirty (30) Days, Activities without Service Arrangements, Activities with No (Null) Attendance, Activities Lingering in Referred Status, Activities Ending in two (2) Weeks.

The Null Hours Carryover report shall identify cases, that for the respective report month, have had no WtW attendance hours entered for activities from two (2) months ago and prior.

The Attendance and Progress report shall provide information on the processing of WtW 733.4 forms by WtW staff. The report shall include the following indicators: Received, Reviewed + Completed, Reviewed + Completed Status Worker ID, and Reviewed Rate.

The School Attendance report shall provide information on the processing of WtW 735.2 forms by WtW staff. The report shall include the following indicators: Received, Reviewed + Completed, Reviewed + Completed Status Worker ID, and Reviewed Rate.

The Travel Claims Completion Rate report shall provide information on the processing of WtW 753A forms by WtW staff. The report shall include the following indicators: Claims Received, Claims Reviewed + Completed, Reviewed + Completed Status Worker ID, Claims Reviewed/Completed Rate.

The Travel Claims Carryover report shall Indicate the 753A forms received in a prior month, from the respective report month, that have never been reviewed in any way (Reviewed, Incomplete, NA, Denied, Error).

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The Travel Claims NA or Incomplete report shall identify 753A forms in the respective report month that have never been in a completed status and are currently in either NA or IN status.

The Child Care Alerts report shall provide alerts related to the Child Care program. The report shall include the following indicators: Child Care Applications Coming Due, Overdue Child Care Applications, IDT, Over forty-seven (47) Months, Tasks Coming Due, Tasks Overdue, twelve (12) Years plus eleven (11) Months and Older, and No Payments Issued in Last Three (3) Periods.

The Child Care Reimbursement Completion Rate report shall provide, for the respective report month, information on the processing of CCRR 100 forms by WtW and Fiscal staff. The report shall include the following indicators: Received, Reviewed, Reviewed Status Worker ID, Reviewed Rate, Payment Issued, and Payment Issued Rate.

The Carryover-Received Not Reviewed report shall identify those CCRR 100 forms, from a month prior to the respective report month, that are in a Received status and have not been updated to a Reviewed status.

The Carryover-Reviewed, No Payment report shall identify those CCRR 100 forms, from a month prior to the respective report month, that are in a Reviewed status and have not had a payment issued.

6. Produce an Office Assistant Productivity Report. This report shall be a multiple tab report that provides information on clerical actions completed by Office Assistant staff. The tabs with corresponding information will be Yesterday, Week to Date, and Month to Date for the respective reporting month/timeframe. The report will be customized to identify completed clerical actions by how they were completed in C-IV, i.e., status updates. Contractor shall provide additional customization as directed by County.

The report shall include the following indicators: Apps Pended, REAC's Completed, EBT Cards Issued, Gas Cards Issued, Bus Passes Issued, Vouchers Issued, Travel Claims Processed, HA Payments Processed, and Diaper Issuances Processed.

7. Produce an Office Assistant Overtime Productivity Report. This report shall provide information on clerical actions completed by Office Assistant staff during a Saturday overtime session. The tab with this data will appear on the regular Office Assistant Productivity Report on the Monday immediately following the Saturday overtime session. The report will be customized to identify completed case actions by how they were completed in C-IV, i.e., status updates. Contractor shall provide additional customization as directed by County.

The report shall include the following indicators: Apps Pended, REAC's Completed, EBT Cards Issued, Gas Cards Issued, Bus Passes Issued, Vouchers Issued, Travel Claims Processed, HA Payments Processed, and Diaper Issuances Processed.

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8. Produce a Foster Care Alerts Dashboard Report. This report shall provide alerts related to the Foster Care program. The report shall include the following indicators: Case Number, Foster Care Application Coming Due, Overdue Foster Care Application Determination, Task Coming Due, Tasks Overdue, MEDS Alert, Foster Care RE Due in Next Two (2) Months, Foster Care RE Overdue, and SCR Ending within thirty (30) Days. Contractor shall provide additional customization as directed by County.
9. Produce an Application Productivity Report. This report shall provide monthly application productivity data for CW, CF, MC, and FC. Information shall include application disposition and timeliness data. Contractor shall provide additional customization as directed by County.
10. Produce a CSF 141 Report. This report shall provide Child Care payment processing by HS staff, including elements such as payment requests received, reviewed, issued, and payment rate. Contractor shall provide additional customization as directed by County.
11. Produce an EDBC Alerts Dashboard. This report shall list cases for which Tasks, MEDS Alerts and IEVS are left open on any active MC, CW, and CF program that had an EDBC Run in the past week regardless of Run Reasons. The report will refresh weekly and only report on those cases that had EDBC's run in the prior week. Contractor shall provide additional customization as directed by County.
12. Produce a Productivity Comparison Report. This report shall display the county level Week-to-Date data from the Application and Continuing Productivity reports for CW, CF, MC, and FC programs. In addition, the report shall provide an Application Comparison, which is a count of the number of applications pending for each program (CW, CF, MC) at the end of each week. Contractor shall provide additional customization as directed by County.
13. Produce a Supportive Services Request Report. This report shall provide those support requests received via BenefitsCal. Report will include those with task types of: Supportive Services, Counseling, and Retention of Benefits. Client zip code will also be included. Contractor shall provide additional customization as directed by County.
14. Produce a WtW SAR Productivity Report. This report shall provide information on SAR 7's processed by WtW ESS staff. Contractor shall provide additional customization as directed by County.

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Reporting Tools and Services  
2024

15. Produce an Intake Apps Pending Report. This report shall provide information on the total number of cases pending in each month, identified by worker. In addition, the report shall identify the number of unique pending programs created by month, identified by worker and program (CW, CF, MC, GR). Contractor shall provide additional customization as directed by County.
16. Produce all reports in Microsoft Excel, unless otherwise directed by County.
17. Distribute reports to County staff by email, unless otherwise directed by County.
18. Provide color coding, highlighting, shading or other means of identifying lingering cases on reports or for any other purposes as directed by County.
19. All reports shall be produced and customized for each individual staff member/user of the County.
20. All reports shall be produced in a drill down format, with comparative views between regions, offices, units, and workers, unless otherwise directed by the County.
21. The County shall have the right to request modifications to any of the reports.
22. Contractor shall provide new reporting tools to support the County in program and policy areas with future implementation dates. These include, but are not limited to, ABAWD and Cal-OAR.
23. Contractor shall resolve any data investigation issue within one business day from receipt of issue from the County.
24. Contractor shall produce new reporting tools or modifications to existing reporting tools no later than fifteen (15) business days from the date business requirements are received from the County.
25. Contractor shall provide ad-hoc reporting services to the County. Ad-hoc report requests shall be produced within one business day from receipt of the request from the County.
26. County shall have unlimited users with access to reporting tools and services.
27. All reporting tools and services shall be delivered daily, unless otherwise directed by the County.
28. Contractor shall not charge the County any fees for any modifications to existing reporting tools and for ad-hoc reporting services.





## ATTACHMENT B

### Campaign Contribution Disclosure (SB 1439)

#### **DEFINITIONS**

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

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

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

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

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

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

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

1. Name of Contractor: Exemplar Human Services LLC

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
 Yes  If yes, skip Question Nos. 3-4 and go to Question No. 5  
 No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Andrew Bush, CEO

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): Exemplar Corp

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Exemplar Corp	Parent Corporation

6. Name of agent of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

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

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		

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

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-8?

No  If **no**, please skip Question No. 10.

Yes  If **yes**, please continue to complete this form.

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

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

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

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

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

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors while award of this Contract is being considered and for 12 months after a final decision by the County.