

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number  
24-798

SAP Number  
\_\_\_\_\_

### Department of Human Services

<b>Department Contract Representative</b>	<u>Derrick Younger</u>
<b>Telephone Number</b>	<u>(909) 388-0222</u>
<b>Contractor</b>	<u>CliftonLarsonAllen LLP</u>
<b>Contractor Representative</b>	<u>Rich Gonzalez</u>
<b>Telephone Number</b>	<u>(916) 677-5760</u>
<b>Contract Term</b>	<u>August 20, 2024 through August 19, 2029</u>
<b>Original Contract Amount</b>	<u>\$31,000</u>
<b>Amendment Amount</b>	<u>_____</u>
<b>Total Contract Amount</b>	<u>\$31,000</u>
<b>Cost Center</b>	<u>5012301000</u>
<b>Grant Number (if applicable)</b>	<u>n/a</u>

**Briefly describe the general nature of the contract:**

Master Service Agreement with CliftonLarsonAllen LLP to provide professional auditing services, in the amount not to exceed \$31,000, for the period of August 20, 2024 through August 19, 2029.

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
DocuSigned by:  
  
 Daniella Hernandez, Deputy County Counsel  
 Date August 15, 2024

Reviewed for Contract Compliance  
DocuSigned by:  
  
 Patty Steven, Contracts Manager  
 Date August 15, 2024

Reviewed/Approved by Department  
Signed by:  
  
 Urbain Domond, HS Auditing Chief  
 Date August 15, 2024



CliftonLarsonAllen LLP  
<https://www.claconnect.com>

## Master Services Agreement

San Bernardino County  
268 W. Hospitality Ln.  
San Bernardino, CA 92415-0018  
MSA Date: March 13, 2024

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for San Bernardino County (“you,” or “your”). The terms of this MSA will apply to the Agreed upon procedures engagement more fully described in the Statement of Work.

### 1. **Scope of Professional Services**

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose all errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal controls as part of any services.

### 2. **Management responsibilities**

You acknowledge and understand that our role is to provide the services identified in an SOW and that management, and any other parties engaging CLA, have responsibilities that are fundamental to our undertaking to perform the identified services.

### 3. **Fees and terms**

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You

will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client-initiated payment method approved by CLA. CLA's electronic online bill pay platform [claconnect.com/billpay](http://claconnect.com/billpay) accepts credit card and Automated Clearing House (ACH) payments. Instructions for you to make direct bank to bank wire transfers or ACH payments will be provided upon request.

**4. Other Fees**

You agree to compensate us for reasonable time and expenses, including time and expenses of outside legal counsel, we may incur in responding to a subpoena, a formal third-party request for records or information, or participating in a deposition or any other legal, regulatory, or other proceeding relating to services we provide pursuant to a SOW.

**5. Dispute Resolution**

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

**6. Limitation of remedies**

These limitation of remedies provisions are not applicable for any audit or examination services provided to you.

Our role is strictly limited to the services described in an SOW, and we offer no assurance as to the results or ultimate outcomes of any services or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party").

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this MSA, the services provided under an SOW, the work product, or for any plans, actions, or results of an SOW, except to the extent authorized by this MSA. In no event shall any CLA party be liable to you for

any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this MSA and the specific SOW thereunder. Except for claims arising from CLA's gross negligence, willful misconduct, violation of law, or the vendor's indemnification obligations the liability of CLA and its licensors, if any, and Customer's sole and exclusive remedy for damages for any claim of any kind whatsoever with respect to this Agreement shall not be greater than two times the fees associated.

#### **INDEMNIFICATION AND INSURANCE REQUIREMENTS**

1) Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all third-party claims, actions, losses, damages, and/or liability directly arising out of the gross negligence or willful misconduct of Contractor in the performance of its obligations under this contract.

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 named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3) Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages 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, with the exception of professional liability and cyber liability, 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 at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, 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.

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) 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.

9) 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 mutually agreed amendment to this contract. Contractor agrees to execute any such mutually agreed 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.

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

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

a. Workers' Compensation/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:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury
- (f) Contractual liability.
- (g) \$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 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 – 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.

#### 7. **Governing Laws, Jurisdiction, and Venue**

The MSA is made under and shall be governed by the laws of the state of California, without giving effect to choice-of-law principles. This includes dispute resolution and limitation of remedies.

**8. Reserved**

**9. Confidentiality**

Except as permitted by the "Consent" section of this MSA, CLA will not disclose any of your confidential, proprietary, or privileged information to any person or party, unless you authorize us to do so, it is published or released by you, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law, regulation, or professional standard. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us. You also consent to our disclosure of information regarding the nature of services we provide to you to another independent network member of CLA Global, for the limited purpose of complying with professional obligations regarding independence and conflicts of interest.

The workpapers and files supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers and files to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers and files in accordance with our record retention policy that typically provides for a retention period of seven years. After this period expires, our workpapers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The workpapers and files of our firm are not a substitute for your records.

Pursuant to authority given by law, regulation, or professional standards we may be requested to make certain workpapers and files available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers and files will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers and files to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

**10. Other provisions**

You agree that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this MSA, except as may be assumed in an SOW.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, any sensitive data, including protected health information and personally identifiable information, must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all sensitive data, please contact us to discuss other potential options for transmitting the document or file.

CLA and certain owners of CLA are licensed by the California State Board of Accountancy. However, CLA has owners not licensed by the California State Board of Accountancy who may provide services under this MSA. If you have any questions regarding licensure of the personnel performing services under this MSA, please do not hesitate to contact us.

During the course of the engagement, there may be communication via fax or email. You are responsible to ensure that communications received by you or your personnel are secured and not shared with unauthorized individuals.

**11. Consent to use financial information**

We regularly aggregate anonymized client data and perform a variety of analyses using that aggregated data. Some of these analyses are published to clients or released publicly. However, we are always careful to preserve the confidentiality of the separate information that we obtain from each client, as required by the AICPA Code of Professional Conduct and various laws. Your acceptance of this MSA will serve as your consent to our use of San Bernardino County anonymized data in performing and reporting on these cost comparison, performance indicator and/or benchmarking analyses.

Unless authorized by law or the client consents, we cannot use a client's tax return information for purposes other than the preparation and filing of the client's tax return. By signing and dating this MSA, you authorize CLA to use any and all information furnished to CLA for or in connection with the preparation of the tax returns under this MSA, for a period of up to six (6) years from the date of this MSA, in connection with CLA's preparation of the types of reports described in the foregoing paragraph.

**12. Consent to send you publications and other materials**

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes your name and address as well as the business and financial information you provided to us.

By signing and dating this MSA, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your consent is valid until further notice.

**13. Contract Assignability**

Without your prior written consent, this MSA is not assignable by CLA either in whole or in part.

**14. Subcontractors**

CLA may, at times, use subcontractors to perform services under this MSA, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this MSA.

**15. Technology**

CLA may, at times, use third-party software applications to perform services under this MSA. You acknowledge the software vendor may have access to your data.

**16. Termination of MSA**

This MSA shall continue for five years from time of execution, unless terminated earlier by giving



appropriate notice. Either party may terminate this MSA at any time by giving 30 days written notice to the other party.

Upon termination of the MSA, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

**17. Agreement**

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable addendum(s) and SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

**CliftonLarsonAllen LLP**

Rich Gonzalez, CPA  
Principal  
916-677-5760  
rich.gonzalez@claconnect.com

**Response:**

This MSA correctly sets forth the understanding of San Bernardino County.

**CLA**  
CLA

**Client**  
SAN BERNARDINO COUNTY

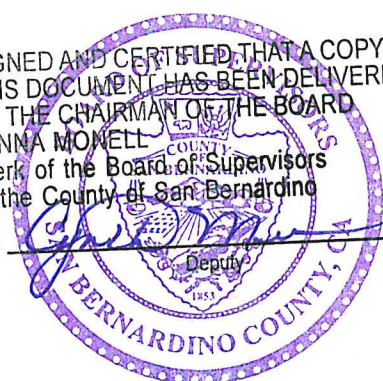
Signed by:  
SIGN: Rich Gonzalez  
1EE6D9BBBFC64A8  
Rich Gonzalez, CPA, Principal

SIGN: Dawn Rowe  
Dawn Rowe, Chair, Board of Supervisors

DATE: AUG 20 2024

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 of the County of San Bernardino

By [Signature]  
Deputy





CliftonLarsonAllen LLP  
<https://www.claconnect.com>

### ***Statement of Work - Agreed-upon Procedures***

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated August 20, 2024 or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and San Bernardino County ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the period ended June 30, 2024.

Rich Gonzalez, CPA is responsible for the performance of the agreed-upon procedures engagement.

#### **Scope, objective, and responsibilities**

We will apply the agreed-upon procedures which San Bernardino County has specified and agreed to, listed in the attached schedule, to the County's compliance with various code sections related to its FNS-209 report of San Bernardino County as of or for the period ended June 30, 2024. San Bernardino County is responsible for the County's compliance with various code sections related to its FNS-209 report.

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards for attestation engagements contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require us to be independent of the entity or responsible party, as applicable, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our engagement. San Bernardino County agrees to and acknowledges the procedures performed or to be performed are appropriate for the intended purpose of assisting the County with validating its FNS-209 report. The intended users of the agreed-upon procedures report are Board of Supervisors, management of San Bernardino County, the California Department of Social Services, and the USDA. Intended users in addition to San Bernardino County may be requested to agree to the procedures and acknowledge that the procedures performed are appropriate for the intended purpose. Consequently, we make no representation regarding the appropriateness of the procedures enumerated in the attached schedule either for the purpose for which this report has been requested or for any other purpose. The intended users assume the risk that such procedures might be inappropriate for the intended purpose and the risk that they might misunderstand or otherwise inappropriately use findings properly reported by CLA.

Our responsibility is to perform the specified procedures and report the findings in accordance with the attestation standards. For purposes of reporting findings, you specified a threshold of \$0.00 for reporting exceptions. Because the agreed-upon procedures listed in the attached schedule do not constitute an

examination, audit, or review, we will not express an opinion or conclusion on the County's compliance with various code sections related to its FNS-209 report or the San Bernardino County's financial statements or any elements, accounts, or items thereof. Also, we will not express an opinion or conclusion on the effectiveness of San Bernardino County's internal control over financial reporting or any part thereof. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

At the conclusion of the engagement, you agree to provide a written representation letter that includes your agreement and acknowledgement that the procedures performed are appropriate for the intended purpose of the engagement and, if applicable, that you have obtained from necessary other parties their agreement to the procedures and acknowledgement that the procedures performed are appropriate for their purposes.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. This report is intended solely for the information and use of Board of Supervisors, management of San Bernardino County, the California Department of Social Services, and the USDA, and should not be used by anyone other than the specified parties. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report and withdraw from this engagement. Our report will include a statement indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with provisions of laws, regulations, contracts, and grant agreements; however, we will communicate to you any known and suspected fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements affecting the County's compliance with various code sections related to its FNS-209 report that come to our attention, unless they are clearly inconsequential. In addition, if, in connection with this engagement, matters come to our attention that contradict the County's compliance with various code sections related to its FNS-209 report, we will disclose those matters in our report. Such disclosures, if any, may not necessarily include all matters that might have come to our attention had we performed additional procedures or an examination or review.

Management is responsible for providing us with (1) access to all information of which you are aware that is relevant to the County's compliance with various code sections related to its FNS-209 report and the agreed-upon procedures, such as records, documentation, and other matters, and for the accuracy and completeness of that information; (2) additional information that we may request for the purpose of performing the agreed-upon procedures; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing the procedures. You agree to inform us of events occurring or facts discovered subsequent to the date of the County's compliance with various code sections related to its FNS-209 report that may affect the County's compliance with various code sections related to its FNS-209 report.

**Engagement administration and other matters**

A list of information we expect to need for the engagement and the dates required will be provided in a separate communication.

We will provide copies of our report to the entity; however, management is responsible for distribution of the report and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our report are to be made available for public inspection.

The workpapers supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers in accordance with our record retention policy that typically provides for a retention period of seven years.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to State Controller for their regulatory oversight purposes. We will notify you of any such request. Access to the requested workpapers will be provided to the regulators under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulators. The regulators may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

CLA will not disclose any of your confidential, proprietary, or privileged information to any persons without the authorization of your management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Our engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at [www.CLAconnect.com/Aboutus/](http://www.CLAconnect.com/Aboutus/).

### **Fees**

Our professional fee is \$5,550.00. This estimate is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation.

### **Agreement**

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below to indicate your acknowledgement and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

CLA

Signed by:  
SIGN: Rich Gonzalez  
1EE6D9BBBFC64A8...  
Rich Gonzalez, CPA, Principal

SAN BERNARDINO COUNTY

SIGN: Dawn Rowe  
Dawn Rowe, Chair, Board of Supervisors

DATE: AUG 20 2024

San Bernardino County  
Agreed Upon Procedures – FNS-209 Report  
Attachment A

Agreed Upon Procedures – FNS-209 Report

- 1) Obtain the system generated reports and client documentation of the results of comparisons as described in the State of California Health and Human Services Agency Department of Social Services August 1, 2019 All County Letter (ACL) No. 19-65E described as Accountability Test 1(FNS-209 Information).

Client procedures to generate reports and documentation of the results of comparisons are as follows:

Run system-generated case level reports supporting the data on lines 3b through 20b of the FNS- 209 for the quarter ending June of the respective year. Ideally, these would be system-generated individual monthly reports (April, May and June of the respective year, with combined totals) that show establishment and collection data by type of claim at the individual case level. The data should be broken down by type of claim: Intentional Program Violation (IPV), Inadvertent Household Error (IHE), and Agency Administrative Error (AE), by client (case number and last name) and by dollar amount, with summary totals for each line item (lines 3b through 20b) for the quarter ending June of the respective year.

For each line, compare the system-generated report totals to the amounts reported on each line of the June quarter FNS-209 report of the respective year. The comparison should demonstrate a direct data relationship between actual CalFresh case records (the system-generated report) and the data reported on the FNS-209. If the number of claims and dollar amounts agree, the data reported on the FNS-209 can be traced to individual cases. If there are differences between the data from the system-generated report and the data reported on the June quarter FNS-209 report of the respective year, the discrepancies should be researched and corrected/adjusted.

Provide an Excel spreadsheet (or similar documentation) showing the comparison of each line item (lines 3b through 20b). Provide a narrative describing the results of the comparison and any corrective action.

- 2) Trace the system-generated report totals and the amounts reported on each line of the June quarter FNS-209 report for 2024 to the Excel spreadsheet (or similar documentation) showing the results of the comparison of each line item (lines 3b through 20b) as indicated in procedure 1 above.
- 3) For any comparisons that resulted in corrective action, obtain the corrected system-generated report and/or the corrected FNS-209 report and compare that the number of claims and dollar amounts agree after the corrective action as indicated in procedure 1 above.
- 4) Obtain the system generated reports and client documentation of the results of comparisons as described in the State of California Health and Human Services Agency Department of Social Services August 1, 2019 All County Letter (ACL) No. 19-65E described as Accountability Test 2(FNS-209 Balances).

Client procedures to generate reports and documentation of the results of comparisons are as follows:

Run a system-generated case level report that will support either the beginning balance (line 3a) or ending balance (line 13) of the June quarter FNS-209 report of the respective year. If necessary, the report may be a combination of system-generated and manual reports. The report would be a complete history of all claims in your system (simply verifying that the current month's FNS-209 beginning balance matches the ending balance reported on the previous month's FNS-209 is not sufficient). The data should be broken down by type of claim (IPV, IHE, and AE), by client (case number and last name) and by dollar amount.

Compare the totals from the system-generated history report as of June of the respective year to the corresponding beginning/ending balance reported on the June quarter FNS-209 report of the respective year. The comparison should demonstrate a direct data relationship between actual CalFresh case records (the system-generated history report) and the data reported on the FNS-209. If the number of claims and dollar amounts agree, the data reported on the FNS-209 can be traced to individual cases. If the comparison shows any differences, (ex: case numbers or amounts from the history report that are not reflected on the June of the respective year FNS-209), the discrepancies should be researched and corrected/adjusted.

Provide the summary page from your case level history report that shows the total number and total dollar amount of claims by type of claim (IPV, IHE, and AE). Also provide the below tables showing the comparison of the history report and the FNS-209 (number of claims and dollar amount of claims). Include a narrative describing the results and if corrective action is required.

<b>Claims #</b>	<b>IPV (#)</b>	<b>IHE (#)</b>	<b>AE (#)</b>	<b>Total (#)</b>
History report:				
June (Year) FNS-209:				
Difference:				

<b>Claims amounts \$</b>	<b>IPV (\$)</b>	<b>IHE (\$)</b>	<b>AE (\$)</b>	<b>Total (\$)</b>
History report:				
June (Year) FNS-209:				
Difference:				

- 5) Trace the system-generated report totals and either the beginning balances (line 3a) or ending balance (line 13) reported on the June quarter FNS-209 report for 2024 to the summary page and tables as indicated in procedure 4 above.
- 6) For any comparisons that resulted in corrective action in procedure 4 above, obtain the corrected system-generated report and/or the corrected FNS-209 report and compare that the amounts agree after the corrective action.

SAN BERNARDINO COUNTY  
FNS-209 Agreed-upon procedures  
Price Quote from CLA LLP

<u>ENGAGEMENT</u>	<u>Quote</u> <u>6/30/2024</u>	<u>Quote</u> <u>6/30/2025</u>	<u>Quote</u> <u>6/30/2026</u>	<u>Quote</u> <u>6/30/2027</u>	<u>Quote</u> <u>6/30/2028</u>
FNS-209 AUP	\$ 5,500	\$ 5,780	\$ 6,070	\$ 6,250	\$ 6,440
<b>Total not to Exceed</b>	<u>\$ 5,500</u>	<u>\$ 5,780</u>	<u>\$ 6,070</u>	<u>\$ 6,250</u>	<u>\$ 6,440</u>