

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS  
OF SAN BERNARDINO COUNTY  
AND RECORD OF ACTION**

**March 29, 2022**

**FROM**

**JEANY ZEPEDA, Interim Director, Children and Family Services**

**SUBJECT**

Reimbursement Agreement with the California Health and Human Services Agency for County Assistance to the Child Welfare Services – California Automated Response and Engagement System Project

**RECOMMENDATION(S)**

1. Approve Reimbursement **Agreement No. 22-241** (State Agreement No. 75340242) with the California Health and Human Services Agency, Office of System Integration, including non-standard terms, for a maximum reimbursement of \$540,926, for the period of April 1, 2022 through December 31, 2024, for the temporary assignment of a San Bernardino County Department of Children and Family Services employee to the Child Welfare Services – California Automated Response and Engagement System project.
2. Adopt **Resolution No. 2022-55** authorizing the Chairman of the Board of Supervisors, Chief Executive Officer, or the Director of Children and Family Services to execute all documents, including all subsequent amendments, in relation to State Agreement No. 75340242, as required by the California Health and Human Services Agency, on behalf of the County, subject to review by County Counsel.
3. Direct the Chairman of the Board of Supervisors, Chief Executive Officer, or the Director of Children and Family Services to transmit all documents and amendments in relation to this Agreement to the Clerk of the Board of Supervisors within 30 days of execution.

(Presenter: Jeany Zepeda, Interim Director, 387-2792)

**COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES**

**Provide for the Safety, Health and Social Service Needs of County Residents.**

**FINANCIAL IMPACT**

This item does not impact Discretionary General Funding (Net County Cost). The maximum amount reimbursed to the County under this agreement by the California Health and Human Services Agency, Office of System Integration (CHHS-OSI) shall not exceed \$540,926. Children and Family Services (CFS) will temporarily assign an existing, budgeted position to complete the required project tasks. Adequate appropriation and revenue have been included in the Human Services Administrative Claim 2021-22 budget and will be included in future recommended budgets.

**BACKGROUND INFORMATION**

Under the terms of the recommended State Agreement with CHHS-OSI, CFS assigned current Social Service Practitioner III, Bernard Mathis, to be the representative and liaison. The County Employee will provide task management, communication management, Child Welfare Services

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Subject Matter Expertise Services, procurement support services, Child Welfare Services – California Automated Response and Engagement System (CWS-CARES) development and implementation support services, additional subject matter expertise services, and complete unanticipated tasks as needed. Upon termination or expiration of this Agreement, the County Employee shall return to the permanent position in the County department in which the County Employee worked prior to this Agreement. The County Employee will perform all services under this Agreement at the CWS-CARES Project office located at 2870 Gateway Oaks Dr., Sacramento, CA 95833 and in San Bernardino County at CFS office locations or other locations, as agreed upon by the State and the County.

Child Welfare Services/Case Management System (CWS/CMS) is a statewide tool currently used to support the Child Welfare System of services by providing information to improve casework services and freeing workers from repetitive tasks. CWS/CMS also provides policy makers with the critical information necessary to design and manage service delivery, and fulfills a State and Federal legislative mandate.

CWS-CARES will replace CWS/CMS with new computing capabilities and software to support the current and future business practice needs of counties and the State, in a more effective, efficient, and economical manner. CWS-CARES is providing timely system enhancement to support the evolving child welfare programs, reducing ongoing maintenance and operating costs, and is providing advanced technology to aid child welfare workers in the oversight and case management of children and their families.

The reimbursement Agreement with CHHS-OSI includes terms that differ from the standard County contract and omits certain County standard contract terms. The non-standard and missing terms include the following:

1. The Agreement requires CHHS-OSI to approve an assignment of the Agreement by the County, but is silent as to CHHS-OSI's assignment of the Agreement.
  - The County standard contract requires that the County must approve any assignment of the Agreement.
  - Potential Impact: CHSS-OSI could assign the Agreement to a third party without the County's approval; however, if the County did not approve of the assignment, the County could terminate the Agreement with 30 days written notice.
2. The Agreement requires the County to indemnify and defend CHSS-OSI against all claims and losses resulting from any third party supplying services/materials/supplies in connection with performance of the Agreement and all claims and losses for any injuries or damage by the County in the performance of the Agreement. Further, there is no indemnification by CHSS-OSI of the County.
  - The County standard contract does not include any indemnification or defense by the County of a contractor and requires the contractor to indemnify the County.
  - Potential Impact: By agreeing to indemnify CHSS-OSI, the County could be contractually waiving the protection of sovereign immunity. Further, because CHSS-OSI is not required to defend or indemnify the County from any claims, if the County is sued for any claim, the County may be solely liable for the costs of defense and damages, which could exceed the total Agreement amount.

**Reimbursement Agreement with the California Health and Human  
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This Agreement shall be effective April 1, 2022 through December 31, 2024, subject to the termination provisions of the Agreement. Either Party may terminate the Agreement without cause upon 30 days prior written notice to the other Party. CFS will submit invoices monthly no later than 30 days after the end of the billing period. Invoices may be submitted electronically or by mail to the Office of Systems Integration. State compensation to the County will cover Employee's salary, benefits, overhead, and travel costs.

**PROCUREMENT**

N/A

**REVIEW BY OTHERS**

This item has been reviewed by Human Services Contracts (Patty Steven, Contracts Manager, 388-0241) on February 18, 2022; County Counsel (Julie Surber, Principal Assistant County Counsel, 387-5455) on February 23, 2022; Finance (John Hallen, Administrative Analyst, 388-0208) on February 24, 2022; and County Finance and Administration (Cheryl Adams, Deputy Executive Officer, 388-0238) on March 14, 2022.

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Record of Action of the Board of Supervisors  
San Bernardino County

**APPROVED (CONSENT CALENDAR)**

Moved: Joe Baca, Jr. Seconded: Dawn Rowe

Ayes: Col. Paul Cook (Ret.), Janice Rutherford, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY   
DATED: March 29, 2022



cc: w/Resolution  
CFS - Alfonse w/agree for sign  
Contractor - C/O CFS w/agree  
File - w/agree  
CCM 04/1/2022