

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

**December 17, 2024**

**FROM**

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

**SUBJECT**

Agreement with the California Health and Human Services Agency, Office of Technology and Solutions Integration for County Assistance to the Child Welfare Services – California Automated Response and Engagement System Project

**RECOMMENDATION(S)**

1. Approve **Agreement No. 24-1312** (State Agreement No. 75350059) with the California Health and Human Services Agency, Office of Technology and Solutions Integration for the temporary assignment of a Children and Family Services employee to the Child Welfare Services – California Automated Response and Engagement System project, including non-standard terms, for a maximum reimbursement of \$723,942 for the period of January 29, 2025, or upon approval by California Department of Technology-Statewide Technology Procurement, whichever is later, through April 30, 2028, or 39 months, whichever is later.
2. Authorize the Chief Executive Officer, or the Director of Children and Family Services, as required by the California Health and Human Services Agency, to execute the Agreement and any non-substantive amendments, on behalf of the County, subject to review by County Counsel.
3. Adopt **Resolution No. 2024-178** authorizing the Chief Executive Officer, or the Director of Children and Family Services to execute the Agreement and any non-substantive amendments, as required by the California Health and Human Services Agency, on behalf of the County, subject to review by County Counsel.
4. Direct the Director of Children and Family Services to transmit the Agreement and any non-substantive amendments in relation to the Agreement to the Clerk of the Board of Supervisors within 30 days of execution.

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

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

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

**Pursue County Goals and Objectives by Working with Other Agencies and Stakeholders.**

**FINANCIAL IMPACT**

This item does not impact Discretionary General Funding (Net County Cost). The maximum amount reimbursed to the County under this State Agreement No. 75350059 (Agreement) by the California Health and Human Services Agency, Office of Technology and Solutions Integration (CalHHS OTSI) shall not exceed \$723,942. Adequate appropriation and revenue have been included in the Human Services Administrative Claim 2024-25 budget and will be included in future recommended budgets.

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**BACKGROUND INFORMATION**

Under the terms of the recommended Agreement with CalHHS OTSI, Children and Family Services (CFS) assigned current Social Service Practitioner III, Bernard Mathis, to be the representative and liaison (County Employee). The County Employee will provide task management, communication management, Child Welfare Services 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 San Bernardino County (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 and in the County's 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. It providing information to improve casework services and free workers from repetitive tasks. CWS/CMS also provides policymakers 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 provides timely system enhancements to support the evolving child welfare programs, reducing ongoing maintenance and operating costs, and provides advanced technology to aid child welfare workers in the oversight and case management of children and their families.

The Agreement includes terms that differ from the standard County contract and omits certain County standard contract terms. The nonstandard and missing terms include the following:

1. The Agreement requires CalHSS OTSI to approve an assignment of the Agreement by the County but is silent as to CalHSS OTSI's assignment of the Agreement to another entity.
  - The County standard contract requires that the County must approve any assignment of the Agreement.
  - Potential Impact: CalHSS OTSI could assign the Agreement to a third party without notice or 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 CalHSS OTSI against all claims and losses resulting from any third-party supplying services/materials/supplies in connection with the performance of the Agreement and all claims and losses from any injuries or damage by the County in the performance of the Agreement. Further, there is no indemnification by CalHSS OTSI of the County.
  - The County standard contract does not include any indemnification or defense by the County of a contractor and requires the contract to indemnify the County.
  - Potential Impact: Claims that may otherwise be barred against the County, time-limited, or expense-limited, could be brought against CalHSS OTSI without such

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limitations, and the County could be responsible to defend and reimburse CalHSS OTSI for costs, expenses, and damages. CalHSS OTSI is not required to defend, indemnify, or hold the County harmless from any claims, including indemnification for claims arising from CalHSS OTSI's negligent or intentional acts. 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.

3. The Agreement contains a dispute resolution clause which authorizes the CalHSS OTSI Director to settle disputes between the parties if resolution cannot be achieved and provides that the CalHSS OTSI Director's decision shall be final.
  - The standard County contract provides for nonbinding informal dispute resolution.
  - Potential Impact: The County will be subject to binding dispute resolution. By agreeing to this provision, the County limits its remedies in the event of a dispute.
4. The Agreement does not require CalHSS OTSI to meet the County's insurance standards as required pursuant to County Policy 11-07.
  - The County Policy requires contracting parties to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department and set forth in the County standard contract.
  - Potential Impact: The County has no assurance that the CalHSS OTSI will be financially responsible for claims that may arise from the Agreement.

CFS recommends the approval of the Agreement with CalHSS OTSI, including the nonstandard terms, as the cooperation in developing CWS-CARES will result in a system that better aids CFS oversight and case management.

This Agreement shall be effective January 29, 2025, or upon approval by the California Department of Technology-Statewide Technology Procurement, whichever is later, through April 30, 2028, or 39 months, whichever is later, 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 CalHSS OTSI. Compensation to the County will cover County 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 October 18, 2024; County Counsel (Daniella V. Hernandez, 387-5455) on September 26, 2024; Risk Management (Gregory Ustaszewski, Staff Analyst II, 386-9008) on November 8, 2024; Finance (John Hallen, Administrative Analyst, 388-0208) on November 25, 2024; and County Finance and Administration (Cheryl Adams, Deputy Executive Officer, 388-0238) on December 2, 2024.

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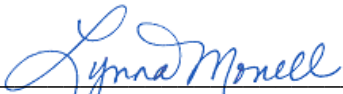
Record of Action of the Board of Supervisors  
San Bernardino County

**APPROVED (CONSENT CALENDAR)**

Moved: Curt Hagman Seconded: Joe Baca, Jr.

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

Lynna Monell, CLERK OF THE BOARD

BY   
DATED: December 17, 2024



cc: CFS - Figueroa w/agree for sign  
Contractor - c/o CFS w/agree  
File - w/agree

CCM 12/26/2024