



Contract Number

20-288

SAP Number

4400014003

## Children and Family Services

<b>Department Contract Representative</b>	<u>Lydia Bell, Contract Analyst</u>
<b>Telephone Number</b>	<u>(909) 386-8395</u>
<b>Contractor</b>	<u>Public Consulting Group, Inc.</u>
<b>Contractor Representative</b>	<u>Jessanne Price</u>
<b>Telephone Number</b>	<u>(800) 805-8329 ext. 2648</u>
<b>Contract Term</b>	<u>July 1, 2020 through September 30, 2023</u>
<b>Original Contract Amount</b>	<u>\$497,250</u>
<b>Amendment Amount</b>	<u></u>
<b>Total Contract Amount</b>	<u>\$497,250</u>
<b>Cost Center</b>	<u>5019001000</u>

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, County of San Bernardino Children and Family Services (hereinafter referred to as "CFS" or "County"), desires to secure the maximum amount of funds for children in out of home placement and to decrease the amount of County funds paid for foster care services; and

**WHEREAS**, County has been allocated funds to provide such services; and

**WHEREAS**, County finds Public Consulting Group, Inc. (hereinafter referred to as "Contractor") qualified to provide such 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. Aid to Families with Dependent Children – Foster Care (AFDC/FC) Payments – Cash assistance provided for children removed from a home pursuant to a court order and deprived of parental support.
- B. Appeal Hearing – A review conducted by the Office of Hearings and Appeals to determine whether or not an applicant who has been denied Supplemental Security Income (SSI) or Social Security Administration (SSA) Title II benefits should be reconsidered.
- C. Application – The formal process of applying and presenting the required documentation for SSI, SSA Title II, or Veteran’s Administration (VA) benefits.
- D. Award – Cash benefits granted to an individual found eligible by the SSA or VA.
- E. Children and Family Services (CFS) – The County of San Bernardino department that administers programs designed to address child abuse and neglect issues. CFS provides family-centered programs and services that are designed to strengthen, preserve, and ensure children have access to safe and permanent family units. CFS provides support for families while working to reduce risk and harm to children, improving parenting skills, and developing strong social support networks for families.
- F. Continuing Disability Review (CDR) – A mandatory review (at least once every three (3) years) to determine whether or not a child receiving SSI is still disabled and to establish adult eligibility for children turning 18.
- G. Fee-for-Service – A specified price for the delivery of specific supplies or services.
- H. Human Services (HS) – The County agency that oversees, coordinates, and integrates services for the County’s HS departments. HS integrates the services, programs, and resources of nine (9) County HS departments to provide a rich, more complete array of services to the citizens of the County under one (1) coordinated effort.
- I. HS Auditing – The division that provides accounting, auditing, collections and benefit payment services for County departments in HS. The division submits cost data to the State, which is the mechanism for the County to receive federal and state funds to administer Social Service and Welfare programs to County residents. The division delivers benefit payments for Transitional Assistance, Child Care, General Relief, and Food Stamp Programs to residents. The division also manages the payments to caregivers and reimbursements to the County of the children that receive Supplemental Income benefits.
- J. Legal Guardian – Caretaker awarded legal guardianship of a minor as a result of a judicial determination.
- K. Medical Disability for Conversion – Youth Written determination from SSA stating that the Conversion Youth applied for meets the criteria for Medical Disability, the date of determination and date of expiration of decision, and the statement that an award is not made solely due to financial ineligibility.
- L. Notice of Award (NOA) – Written notification from the SSA or VA, which states that a claimant has been awarded benefits.
- M. Personally Identifiable Information (PII) – Information that can be used alone, or in conjunction with any other reasonably information, to identify a specific individual, or used to access their file. This includes but is not limited to name, date of birth, Social Security Number (SSN), address, driver’s license, etc.
- N. Probation Department – The County agency that is responsible for protecting the community through assessment, treatment, and control of adult and juvenile offenders by providing a range of effective services based on legal requirements and recognized professional standards.

- O. Social Security Administration (SSA) – The Federal office which administers the nation’s Social Security Programs.
- P. Social Security Administration Title II Survivor Benefits (SSA Title II) – Benefits paid to the dependent of a qualified parent or guardian based upon a parent’s death and/or the connection to the work force as defined by the Social Security Administration.
- Q. State Supplementary Payment (SSP) – Additional cash assistance provided by the State of California to supplement Federal SSI payments.
- R. Supplemental Income Advocacy (SIA) – Supplemental Income Advocacy program, which identifies SSI/SSP, SSA Title II Survivor benefits, VA benefits, and provides enrollment services for eligible children and youth in care.
- S. Supplemental Security Income (SSI) – A Federally funded program that pays monthly benefits to individuals who are low-income, have limited assets, and are aged, blind, or disabled.
- T. Veteran’s Administration (VA) – The Federal office which administers the nation’s Veteran’s programs.
- U. Veteran’s Affairs Dependents and Survivors Benefits (VA Benefits) – Benefits paid to the dependents of men and women eligible to receive benefits due to their connection with the armed forces.

## II. CONTRACTOR SERVICE RESPONSIBILITIES

Contractor shall:

- A. Pursue SSI, SSA, and VA benefits for children and non-minor dependents in the care of CFS that are potentially eligible to receive benefits and pursue SSI benefits for minors and non-minor dependents placed in foster care by Probation. Advocacy services include client screening and evaluation, benefits application, and appeals of SSA decisions, as indicated.
- B. Review open cases in a timely manner as requested by the County. Case reviews will take place at Regional CFS offices in office space designated by the County and/or electronically. Cases to be reviewed will be based upon CFS lists, individual referrals, and prior denials. Contractor’s on-site employee will conduct a regional review at each CFS office once per fiscal year.
- C. Process claims through the reconsideration and hearing/appeal level, when appropriate.
- D. Give priority to children and non-minor dependents in out-of-home placement that are turning 18 years of age and/or exiting from the foster care system. Additional prioritization criteria will be developed with County program staff.
- E. When evaluating Federal foster care cases, ensure that potential SSI benefits exceed the child’s current federally funded foster care placement costs and representative payee fee.
- F. Within four (4) calendar weeks of receipt of any denial letter, evaluate and determine if a case has potential for approval through the appeal council or judicial review steps of the SSI appeal process. Contact the child’s CFS Social Worker or Regional Liaison regarding cases where an application is denied to jointly determine if filing a reconsideration is the appropriate course of action, and in the best interests of the child.
- G. Work with County Foster Care Eligibility Worker and CFS Social Worker to determine if a youth requires a category change to allow for an application for SSI to be initiated on his or her behalf.
- H. Develop and submit applications for audit consideration and follow cases through appeals process, if necessary, as requested by the County liaison.
- I. Provide an annual procedural plan for identifying potential cases, making applications for those cases selected, including cases for reconsideration before the appropriate hearing body, administrative law judges, and other appeal hearings.

- J. Upon request from the County, provide staff orientations and training to CFS and Probation staff as coordinated by the County, regarding the application process and the duties and procedures of the Contractor's staff.
- K. Keep the County informed of new laws, regulations, and policies as they apply to the application process throughout the term of the Contract.
- L. Have the primary responsibility to facilitate problem solving of procedural, programmatic and regulatory issues, which may include case specific issues, with the local SSA and VA agencies. Keep the County liaison informed of any new occurrences.
- M. Assist County staff in the transition from AFDC/FC payments to other supplemental income benefits when awarded. The Contractor shall transfer all relevant paperwork to designated County Staff upon receipt of written Notice of Award.
- N. Provide the Clerk of the County SIA Unit with a summary report form, to be jointly developed by the County and Contractor, to show the child's name, date of birth, social security number, impairment/situation/diagnosis, medications prescribed, and other related information that was used to process the claim.
- O. Keep apprised of SSA reporting requirements, keep detailed program records, work with professional services staff; and recognize that the County is the final authority in decisions relating to the child's best interest.
- P. Submit electronic communications containing PII using County approved encryption.
- Q. Adhere to all Federal, State, and County laws relating to confidentiality including, but not limited to, keeping confidential the names, or other identifying information concerning clients.
- R. Provide an on-site employee in a County facility to process SSI, SSA, and VA applications for CFS, and SSI applications for Probation, conduct CDRs, and perform other related duties. On-site employee will be available by e-mail and cell phone during regular business hours, and will respond to requests for assistance from San Bernardino County staff within one (1) business day, except during approved periods of vacation, sick leave, or during a Force Majeure Event. The on-site employee shall report to the office of assignment a minimum of one eight (8) hour day per week.
- S. Ensure the Contractor's on-site employee adheres to minimum requirements of dressing appropriately, timeliness, professionalism and providing adequate level of customer service to meet County's needs. Further, ensure as the employee will have access to the Welfare Database, Juvenile Network, and Child Welfare Services/Case Management System while on-site, that such confidential information is not disclosed to any third party and for no other purpose other than the services being performed under this Contract. The employee shall act as a liaison with County staff and shall work during regular County business hours.
- T. Ensure the Contractor's on-site employee keeps County informed of all leave time (i.e., vacation, sick leave, etc.).
- U. Ensure the Contractor's staff, volunteers, and/or subcontractors providing contracted services obtain Department of Justice (DOJ), Federal Bureau of Investigation (FBI), and Children Abuse Central Index (CACI) clearances prior to working with any of the young adults.
- V. Ensure Contractor's representatives do not advise CFS Social Workers to delay the filing or renewal of a request for Foster Care Specialized Care Increment.
- W. Ensure the Contractor's on-site employee transfers all relevant paperwork to the Clerk of the County SIA Unit upon receipt of the written NOA. In the event that a copy of the official NOA is not available, County will accept:

1. A mutually agreed upon substitute form provided that the Social Security Disability Insurance (SSDI) for SSI or Master Beneficiary Record (MBR) for SSA screens are attached and the information corresponds.
  2. Copies of the NOA, Authorization for Nonmedical Out-of-Home Care Form (SSP 22) (if applicable), Authorization for Reimbursement of Interim Assistance Initial Payment or Initial Post eligibility Payment Form (SSP 14) (if applicable), Interim Assistance Reimbursement Accounting Form (SSA 8125/L8125) (if applicable), and Advance Notification of Representative Payment (SSA 4164), including required signatures obtained by the Contractor (if applicable).
- X. Submit completed applications to SSA and VA, to include the SSP 22, if applicable.
- Y. Review Notification of Current or Potential Benefits Form (FC 808A) and provide response to the requestor within twenty-one (21) days of receipt, of the request.
- Z. Obtain written County approval, in advance, for any forms or materials to be used in the course of this Contract, including any presentation materials.
- AA. Attend CFS Contractors' Semi-Annual meetings, and meet at the request of the County, to discuss problem resolution, service performance, and/or any other issues pertaining to the Contract.
- BB. Provide a monthly summary report to County liaison containing the current status of pending cases, denials, approvals, and appeals.
- CC. Process applications for Conversion Youth as requested by the County. A list of youth who meet the Conversion Youth criteria identified by the County will be provided to the Contractor on a monthly basis. The Contractor shall follow the process established by CFS for this service.
- DD. For any Conversion Youth for whom the Contractor has exhausted all reasonable efforts, Contractor shall submit a Special Assistance Request (Attachment A), to the CFS Social Worker assigned to the youth, following the process established by CFS for this service and retain a copy for their records.
- EE. Require the Contractor's on-site employee to report to the County-assigned office each Monday.
- FF. Require the Contractor's on-site employee to wear County authorized identification badge, as required by the County, while in any County facility and to sign-in to any office other than office of assignment.
- GG. Require the Contractor's on-site employee to provide County office of assignment with a schedule that is mutually agreed upon between Contractor and County. Contractor will provide County office of assignment with each monthly schedule seven (7) calendar days prior to the beginning of the referenced month.
- HH. Provide County with a designated Claims Analyst and Claims Developer who are housed in the state of Washington. A toll-free number will be provided.

### **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 the County of San Bernardino. 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 for Human Services, this Contract is not assignable by Contractor either in whole or in part.
- D. This is not an exclusive Contract. The County reserves the right to enter into a Contract with other Contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation, under the terms of this Contract.
- E. Contractor agrees to provide or has already provided information on former County of San Bernardino 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.
- F. 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.
- G. 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.
- H. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Assistant Executive Officer for Human Services 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 Y of this Section III. All approved subcontractors shall be subject to the provision of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraphs U and V 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.
- I. 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 the County of San Bernardino. 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.
- J. 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.
- K. 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.
- L. 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.
- M. Contractor shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. For such repairs, the Contractor shall repay all costs incurred by the County, but cash payment upon

- demand or County may deduct such costs from any amounts due to the Contractor from the County, as determined at County's sole discretion.
- N. Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.
- O. Contractor will ensure that staff are knowledgeable on the Human Services Complaint and Grievance Procedure (Attachment B) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.
- P. 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.
- Q. 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).
- R. 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.
- S. 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.
- T. Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
1. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.

2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
3. Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

- U. Contractor shall obtain from the DOJ, records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

In addition to the documentation of DOJ clearance, Contractor shall obtain clearance from the FBI and (CACI), and records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, prior to providing any services. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

- V. Contractor shall notify the County of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern, or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify the County concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

- W. In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

1. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
2. Shall not possess an open container of alcohol, consume alcohol, possess, or be under the influence of an illegal or controlled substance.
3. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes, or administers medically prescribed drugs.

Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful, and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

- X. 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.
- Y. 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.
  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: Premises operations and mobile equipment.

- 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.

- f. Abuse/Molestation Insurance – The Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not



- CC. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- DD. 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.).
- EE. 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.).
- FF. 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.

- GG. 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.
- HH. Contractor shall register with 211 San Bernardino County Inland Empire United Way within thirty (30) days of contract effective date and follow necessary procedures to be included in the 211 database. The Contractor shall notify the 211 San Bernardino County Inland Empire United Way of any changes in program services, location, or contact information within ten (10) days of any change. Services performed as a result of being included in the 211 database, are separate and apart from the services, being performed under this Contract and payment for such services will not be the responsibility of the County.
- II. 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 CFS Director or their designee.
- JJ. 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.
- KK. Contractor shall comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C 6081 et seq.).

#### IV. COUNTY RESPONSIBILITIES

County shall:

- A. Compensate the Contractor on a fee-for-service basis for approved expenses in accordance with the provisions detailed in Section V, Fiscal Provisions.
- B. Monitor and evaluate the performance of the Contractor in meeting terms of this Contract and the quality and effectiveness of service provided, based on criteria determined by the County.
- C. Provide a liaison to work with the Contractor to facilitate meeting the terms of this Contract and assist in problem resolution.
- D. Make available to the Contractor's on-site employee(s), the following:
  - 1. Workspace for staff person(s) as deemed necessary by the County.
  - 2. Telephone for use in conducting contract related business. No personal calls.
  - 3. Global County email address.
  - 4. Access and training in the use of County's automated record system as required and determined by County.
  - 5. County fax machine for use in conducting contract related business. A log or copy of the fax receipt shall be kept in a separate file by Contractor and be available upon request of the County.
  - 6. Photocopier for use in conducting contract related business, including instruction and training as to its proper use.
- E. Provide monthly lists in an electronic format of children in out of home placement. Lists shall include child's name, social security number, date of birth, Social Worker name and office location, funding type, funding amount, and current placement. Formats for such reports will be mutually agreed upon by both parties.
- F. Provide a monthly list in an electronic format of all children who meet the Conversion Youth criteria.

**V. FISCAL PROVISIONS**

- A. The maximum amount under this Contract shall not exceed \$497,250, 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 of all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- B. To receive payment, the Contractor shall submit a monthly invoice in a format approved by the County along with the recipient or other verification for applications or NOA or document stating the child has been deemed disabled from the awarding agency as supporting documentation for award fees. In the event that a copy of the official NOA is not available, the County will accept a mutually agreed upon substitute form provided that the SSDI for SSI or MBR for SSA or Disability Determination and Transmittal (SSA 831) screens are attached and the information corresponds. Written notice from SSA is required for all Conversion Youth deemed disabled, as described in Section I, Paragraph K.
- C. Contractor shall submit invoices to the County by the tenth (10th) calendar day of each month following the month of service and must be in a format acceptable to the County. Invoices shall be sent to:

County of San Bernardino  
Human Services Administration  
150 S. Lena Road  
San Bernardino, CA 92415-0515
- D. The Contractor shall be compensated on a fee-for-services basis in accordance with the following rates:

Description of Service	Rate	Unit
Fee for Continuing Disability Review (CDR) – Child Determination	\$780.00	Case
Fee for applications for SSI, SSA, VA and CDR	\$150.00	Case
Fee for approval of SSI upon successful award	\$1750.00	Case
Fee for written determination of medical disability for Conversion Youth for SSI from awarding agency when Notice of Award is unobtainable	\$1750.00	Case
Fee for approval of SSA upon successful award	\$250.00	Case
Fee for approval of VA upon successful award	\$250.00	Case
Fee for processing an 808A request	\$10.00	Per child, per fiscal year
Fee for Exhausted Efforts for Conversion Youth, Attachment A – Special Assistance Request form mandatory for justification	\$200.00	Case
Fee for Continuing Disability Review (CDR) Adult Determination	\$1750.00	Case

- E. Probation children/youth: Contractor must attach a signed copy of the Public Consulting Group Authorization (SIA 10) for Application for Probation Child to each corresponding invoice (SIA 17) to secure payment.
- F. 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.
- G. 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.
- H. 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.
- I. 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&rgn=dv8](http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8) for further information.

## **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 July 1, 2020 and expires September 30, 2023, 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 for Human Services 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 uncancelable 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: Public Consulting Group  
826 Main Street  
Lewiston, ID 83501

County: County of San Bernardino  
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. County discourages the purchase of equipment with funds received under this Contract. All equipment, materials, supplies or property of any kind (including publications and copyrights, etc.) which have a single unit cost of five hundred dollars (\$500) or more, including tax, purchased with funds received under the terms of this contract and not fully consumed in one (1) year shall be the property of County and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County upon Contract termination.
- 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 the County of San Bernardino, 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**

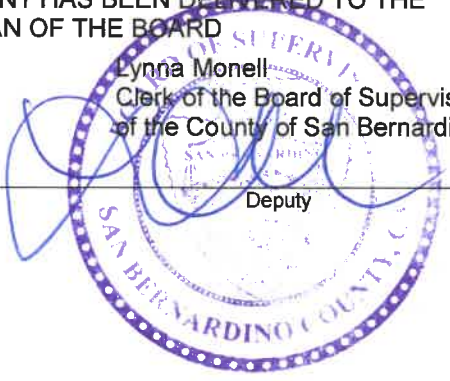
- A. This Contract, consisting of twenty-two (22) pages and Attachments A, B, and C, is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. 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.
- D. **IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino 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.

COUNTY OF SAN BERNARDINO

  
 \_\_\_\_\_  
 Curt Hagman, Chairman, Board of Directors

Dated: MAY 19 2020  
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By \_\_\_\_\_  
 Lynna Monell  
 Clerk of the Board of Supervisors  
 of the County of San Bernardino  
 Deputy



Public Consulting Group

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

By   
 \_\_\_\_\_  
 Authorized signature - sign in blue ink

Name Kathy Fallon  
 (Print or type name of person signing contract)

Title Practice Area Director  
 (Print or Type)

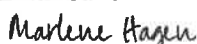
Dated: May 5, 2020

Address 148 State Street  
Boston, MA 02109

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
 DocuSigned by:  
  
 \_\_\_\_\_  
 Michael Markel, Principal County Counsel  
 Date May 6, 2020

Reviewed for Contract Compliance  
 DocuSigned by:  
  
 \_\_\_\_\_  
 Jennifer Mulhall-Daudel, HS Contracts Unit  
 Date May 5, 2020

Reviewed/Approved by Department  
 DocuSigned by:  
  
 \_\_\_\_\_  
 Marlene Hagen, Director  
 Date May 6, 2020

# SPECIAL ASSISTANCE REQUEST

TODAY'S DATE: \_\_\_\_\_  
SOCIAL WORKER: \_\_\_\_\_  
ASSIGNED OFFICE: \_\_\_\_\_

*Several attempts have been made to assist this child in securing SSI benefits. The date and type of attempts are documented on this request.*

*Please provide any assistance possible to encourage and facilitate the cooperation of this child and the caretaker with the Public Consulting Group.*

*If you have any questions, please do not hesitate to contact me:*

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
PHONE: \_\_\_\_\_

DATE OF INITIAL REVIEW: \_\_\_\_\_

CHILD'S NAME: \_\_\_\_\_

LAST 4 DIGITS OF CHILD'S SSN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

DATES AND TYPE OF CONTACT AND ACTION DESIRED			
DATE	TYPE OF CONTACT	ACTION DESIRED	RESPONSE
12-12-2020	LETTER	MEDICAL VISIT	NONE

**Note:** After 120 days from date of initial application, if no cooperation is achieved and efforts are adequately documented, Public Consulting Group may bill for an Exhausted Efforts fee. A copy of this completed form must accompany corresponding invoice.



**COMPLAINT AND GRIEVANCE PROCEDURES**

**Instructions:** The CUSTOMER is to read and receive the top portion of this form. The bottom portion of the form is to be signed by service recipient and placed in the contractor's records.

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a complaint or tell us your grievance

The following procedures are to be followed when filing a complaint or grievance.

**STEP ONE:**

Write down your complaint or grievance and talk to the service provider. Keep a copy for yourself and write down the date you talked to the service provider.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed to Step Two.

**STEP TWO**

Send a copy of your written complaint or grievance, or discuss the complaint or grievance with your County Caseworker. Write down the date you spoke to your Caseworker or send the complaint and keep it with your copy.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed to Step Three.

**STEP THREE**

Send a copy of your written complaint or grievance to the Program Specialist. If you would like a response, include your name, address and telephone number. Your personal information and your complaint and grievance details will be kept confidential.

HS Program Development Division, Contracts Support Unit  
ATTN: Program Specialist  
825 East Hospitality Lane, Second Floor  
San Bernardino, CA 92415-0079

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed to Step Four.

**STEP FOUR**

Send a copy of your written complaint or grievance to the Contract Analyst at:

HS Administrative Services Division, Contracts Unit  
150 South Lena Road  
San Bernardino, CA 92415-0515

You will be contacted within 10 calendar days if you have provided contact information.

**NOTE:** Each of these steps must be completed in the sequence shown.

..... **Detach Here** .....

**COMPLAINT AND GRIEVANCE PROCEDURES CERTIFICATION**

This certifies I have read, understood, and received the Complaint and Grievance Procedures.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**



## **COMPLAINT AND GRIEVANCE PROCEDURES**

**THIS INFORMING NOTICE IS TO BE DISPLAYED IN CLEAR VIEW IN AREAS WHERE CLIENT WILL OBTAIN THE DIRECT SERVICE OR AS DELINEATED IN THE CORRESPONDING COUNTY CONTRACT. CLIENT IS TO BE PROVIDED A COPY OF THIS PROCEDURE UPON REQUEST.**

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a complaint or tell us your grievance

The following procedures are to be followed when filing a complaint or grievance.

### **STEP ONE:**

Write down your complaint or grievance and talk to the service provider. Keep a copy for yourself and write down the date you talked to the service provider.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed to Step Two.

### **STEP TWO**

Send a copy of your written complaint or grievance, or discuss the complaint or grievance with your County Caseworker. Write down the date you spoke to your Caseworker or send the complaint and keep it with your copy.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed to Step Three.

### **STEP THREE**

Send a copy of your written complaint or grievance to the Program Specialist. If you would like a response, include your name, address and telephone number. Your personal information and your complaint and grievance details will be kept confidential.

HS Program Development Division, Contracts Support Unit  
ATTN: Program Specialist  
825 East Hospitality Lane, Second Floor  
San Bernardino, CA 92415-0079

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed to Step Four.

### **STEP FOUR**

Send a copy of your written complaint or grievance to the Contract Analyst at:

HS Administrative Services Division, Contracts Unit  
150 South Lena Road  
San Bernardino, CA 92415-0515

You will be contacted within 10 calendar days if you have provided contact information.

**NOTE:** Each of these steps must be completed in the sequence shown.

**ASSURANCE OF COMPLIANCE STATEMENT**

**ASSURANCE OF COMPLIANCE WITH THE  
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES  
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

\_\_\_\_\_  
NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977-Section 272.6, The Americans with Disabilities Act of 1990, Government Code (GC) Section 1135 and California Code of Regulations (CCR) Title 22 Section 9800-98413, Title 24 of the California Code of Regulations, Section 310A(e) and other applicable federal and state laws, as well as their implementing regulations (including 45 CFR, Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFS Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVES ASSURANCE THAT, it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
ORGANIZATION