



Contract Number

SAP Number
4400020109

Department of Child Support Services

Department Contract Representative	Karol Hamman
Telephone Number	(909) 388-0215
Contractor	Public Knowledge, LLC
Contractor Representative	Kathy Sokolik
Telephone Number	(707) 373-2975
Contract Term	December 1, 2022 through June 30, 2023
Original Contract Amount	\$697,000
Amendment Amount	N/A
Total Contract Amount	\$697,000
Cost Center	4521301000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to designate a contractor of choice to provide Operational Assessment services, as further described in a statement of work (the "Services"); and

WHEREAS, the County conducted a competitive process to find Public Knowledge, LLC (Contractor) to provide these services, and

WHEREAS, based upon and in reliance on the representations of Contractor in its response to the County's Request for Proposals, the County finds Contractor qualified to provide Operational Assessment services; and

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

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

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ATTACHMENTS

- A. PRIVACY AND SECURITY TRAINING FOR CUSTODIAL, PHLEBOTOMIST, SECURITY AND TRAINING CONTRACTORS
- B. CONFIDENTIALITY STATEMENT
- C. COMPLAINT AND GRIEVANCE PROCEDURE
- D. CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS
- E. PROJECT BUDGET
- F. ASSURANCE OF COMPLIANCE

A. DEFINITIONS

1. Application for Services to Case Opening – A written or electronic document provided by a local support agency in which an individual requests support services and which is signed by the individual. Also known as an Application.
2. California Child Support Automation System (CCSAS) – The California automated single statewide system for the child support program. It consists of two (2) components: the Child Support Enforcement (CSE) system and the State Distribution Unit (SDU).
3. California Department of Child Support Services (CDCSS) – The department created within the California Health and Human Services Agency, which is responsible for the statewide administration of the California Child Support Program.
4. Child Support Enforcement Program – The federal/state/local partnership established under Title IV-D of the Social Security Act to locate parents, establish paternity and child support orders, and collect on those orders.
5. Child Support Enforcement System (CSE) – The part of CCSAS that provides for the following functional responsibilities: member/participant data file of record and business rules for discrete identification of member and participants; business rules for selecting and aggregating data for purpose of payment; allocation and distribution; disbursement instructions to SDU file of record; history of allocation and distribution file of record; and support order, order obligation, and standard account file of record.
6. Contract – The Contract between the County and the Contractor.
7. County – County as used throughout this document, including its possessive form (County's), refers to San Bernardino County.
8. County Administrative Office (CAO) – The CAO is responsible to the Board of Supervisors (Board) for the general administration and coordination of all County operations and programs. The CAO oversees the operations of all County departments whose department heads are appointed by the Board or Chief Executive Officer and assists in the coordination of activities of departments headed by elected officials. The CAO is also responsible for public information and legislative activities and coordination of County activities with other government entities, including cities and other counties.
9. Department of Child Support Services – The San Bernardino County agency that provides assistance to families in meeting their obligation to provide financial and medical support for their children. DCSS administers all services and performs all functions necessary to locate parents; establish paternity; establish, enforce and modify support orders; and collect and distribute support.
10. Family Law Facilitator – An adjunct to the court who is an attorney that provides educational services concerning the process of establishing or modifying support orders, completing forms, preparing income and expense forms, declarations of paternity, and support schedules based on statutory guidelines. There are Family Law Facilitators in each California County.
11. Human Resources (HR) – HR administers the County's human resources and people programs to meet the needs of County departments. Responsibilities include strategic staffing, reemployment assessment, certification of eligible candidates, and management of County employee classification and compensation systems including program administration for the Employee Management and Compensation System (EMACS), and the Equal Employment Opportunity Office. HR also shares responsibility, through a partnership with Human Services, for the countywide organizational employee development.
12. Human Services – San Bernardino County Human Services (HS), a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.

13. IV-A Case – A case in which a state provides public assistance under the state’s IV-A program, which is funded under Title IV-A of the Social Security Act where the child(ren) have been determined to be eligible for Temporary Assistance for Needy Families (TANF). The children’s support rights have been assigned to the state or tribe, and a referral to the child support agency has been made.
14. IV-D Case – A case in which a state provides child support services as directed by the state or tribal child support program that is authorized under Title IV-D of the Social Security Act.
15. IV-E Case – A case in which a state currently provides benefits or services for foster care maintenance to children entitled to foster care maintenance under the state’s IV-E Program authorized under Title IV-E of the Social Security Act. These cases are also eligible to IV-D services.
16. Key Federal and State Performance Measures:
 - a. Performance Measures, Federal: Criteria established by the Office of Child Support Enforcement to measure State performance levels in five (5) program areas: Paternity Establishment; Support Order Establishment; Current Collections; Arrearage Collections; and Cost Effectiveness.
 - b. Performance Measure, State: Criteria established in the Child Support Reform Legislation of 1999 to assess program performance in eleven (11) different program standards.
17. Local Child Support Agency (LCSA) – The county office or department that has entered into a cooperative agreement with the California Department of Child Support Services to secure child support, including child support establishment, collection, and disbursement services; medical support and determine paternity.
18. Office of Child Support Enforcement (OCSE) – The federal agency for the administration of the Child Support Enforcement program. Created by Title IV-D of the Social Security Act in 1975, OCSE is responsible for developing child support policy; oversight, evaluation, and audits of state and tribal child support programs; and providing technical assistance and training to those programs. OCSE operates the Federal Parent Locator Service, which includes the National Directory of New Hires and the Federal Case Registry. OCSE is part of the Administration for Children and Families (ACF) within the Department of Health and Human Services (HHS).
19. Services – The required services described in this Contract.
20. State Disbursement Unit (SDU) – The single statewide site providing a centralized processing of child support collections and disbursement, including non-IV-D payments that are paid by wage withholding.
21. Subcontractor – An individual, company, firm, corporation, partnership or other organization, not in the employment of or owner by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.
22. Summons and Complaint – Mandatory Judicial Council forms used to notify a defendant that a lawsuit has been filed against him or her, and that a judgement will be taken against the defendant as requested by the plaintiff if no answer is filed and the defendant fails to appear within the time allowed by law (generally thirty (30) days in California).
23. Superior Court of California, County of San Bernardino (Superior Court) – The Court that hears cases involving civil law, criminal law, traffic violations, family law, juvenile law, and other areas of law such as mental health.

B. CONTRACTOR RESPONSIBILITIES

Contractor shall:

1. Complete an operational assessment of DCSS to identify operational efficiencies in current business practices to achieve enhanced alignment with DCSS’ holistic case management approach, the expansion of customer engagement strategies, and improved performance results.

2. Develop findings and recommendations that will result in improved operational efficiencies, responsive and timely customer service, and meet all regulatory, legal, and compliance requirements through completion of, but not limited to, the following tasks:
 - a. Task 1: Develop a Schedule and Implementation Plan for the Operational Assessment

Meet with DCSS leadership team to develop a schedule and plan for the child support operational assessment. A proposed plan shall be completed and submitted to the Director of DCSS (Director) and Assistant Director for review and approval within two (2) weeks of starting the contract. The plan will include delivery dates for tasks/deliverables delineated in this contract. Employee engagement, staff participation, and feedback are critical components of this assessment. Additionally, key stakeholders, such as County Human Resources, County Administrative Office, Superior Court staff, and Family Law Facilitators will provide critical feedback as part of the assessment.

Updates on the status of the assessment and work in progress will be provided to the Director and Assistant Director verbally and in writing on a weekly basis. This update will include what has been completed and what will be accomplished in the upcoming month to ensure the assessment is completed on schedule.

A monthly status report will be presented verbally and in writing to the Director, Assistant Director, the project manager, and other designees, and will include the following:

 - 1) Problems encountered during the preceding month and corrective actions.
 - 2) A milestone chart showing work accomplished to date and work to be completed with appropriate explanations of any deviation from the agreed upon schedule and implementation plan.
 - 3) A summary of significant tasks required during the next reporting period.
 - 4) Problems encountered during the preceding month and steps taken to eliminate or mitigate them.
 - 5) Potential issues and suggestions for addressing them, including a timeline for when they need to be resolved to remain on schedule.
 - 6) Other information as appropriate and necessary to monitoring effort.
 - b. Task 2: Review, Analyze, and Document Current Child Support Operational Processes and Workflow

Gather and organize information on DCSS' current child support processes to document and analyze the current life cycles of a child support case. This includes development of process maps that detail the current operational workflow by key milestones, such as:

 - 1) Receipt of an IV-A Referral or Application for Services to Case Opening.
 - 2) Case Opening to Generation/Filing/Service of a Summons and Complaint.
 - 3) Generation/Filing/Service of a Summons and Complaint to Order Establishment (by order type).
 - 4) Order Establishment (by order type) through to Enforcement, including monitoring for compliance, modifications, and enforcement actions.
 - 5) Enforcement, including monitoring for compliance modifications, and the full spectrum of enforcement actions.
 - 6) Review and assessment of legal workflow and processes, including an assessment of the court calendar and processes to set/modify orders and contempt calendar activities and results.
 - 7) Review and assessment of the case management fiscal team's workflow and processes, including child support financial activities and results.

The process maps will identify the series of steps or actions performed to achieve a specific purpose. This pictorial representation of the sequence of actions that comprise the life of an individual child support case must be developed with input from DCSS staff. The purpose of developing the process maps is to appropriately document current child support processes, identify current workflow methodologies, assess and measure functional effectiveness, describe and understand the level of labor involved in the work DCSS staff accomplish, quantify the costs and results of labor involved in each process, and analyze and identify areas for improved effectiveness and efficiency.

Review and assess the effectiveness of the current order modification processes. Create process maps for each of the major functional areas of DCSS' child support operations. These major functional areas include Case Initiation, Establishment, Enforcement, Legal, and Accounting. Include actual case data, statistical information, and the costs associated with each process and identify the time it takes a case to proceed from milestone to milestone from a customer service perspective. This analysis will include documenting of current results and using available queries and reports provided and obtained through the DCSS automated child support system (CSE), state online resources, and the data repository. Meet with line staff, supervisors, managers, and attorneys who work in each functional area to collaboratively create the process maps and gather the necessary information and data to appropriately document and assess the results of each process.

c. Task 3: Define and Evaluate DCSS' Operations and Needs

An overall evaluation of DCSS' child support operations categorized by functional area and corresponding policies, processes, procedures, workflow, staffing, and customer service responsiveness and timeliness. Additionally, an assessment of DCSS' current business model and identification of specific needs for improvement to include a staffing analysis to determine how best to structure operations to maximize the use of existing staff and improve program performance through the implementation of streamlining and efficiency measures.

d. Task 4: Define and Evaluate the DCSS Training, Development, and Support Unit's Operations and Needs

An overall evaluation of the DCSS child support training, professional development, and technical skill development and training plans, modules, and delivery methods. Include an assessment of DCSS' current training model and identification of specific needs for improvement, staffing analysis to determine how best to structure the training unit to maximize the use of existing staff and improve collaboration and program performance through the implementation of streamlining and efficiency measures.

e. Task 5: Define and Evaluate the DCSS Program and Reports Unit's Operations and Needs

An overall evaluation of the DCSS Program and Reports Unit processes, operations, assignment of duties, infrastructure, and outputs. Include a comprehensive review of federal and state legal, statutory, regulatory, and compliance requirements that govern the California child support program. The analysis will include the identification of specific needs for improvement and a staff analysis to determine how best to structure the Program and Reports Unit to maximize the use of existing staff and improve internal communication channels and program performance through the implementation of streamlining and efficiency measures. Include future staffing needs in this assessment.

f. Task 6: Review and Identify Best Practices for Implementation

Identify recommended best practices used by other national child support agencies to improve operational and cost effectiveness. Review and identify child support industry best practices for DCSS to consider for implementation. Review and identify best practices used by other California county child support agencies that can help ensure the effective and efficient use of staffing and funding resources.

g. Task 7: Identify Recommendations to Improve DCSS' Effectiveness and Efficiency

Develop specific policy and operational recommendations that will improve the effectiveness and efficiency for implementation in a county child support agency. Recommendations shall include technological innovations, automation enhancements, procedural and workflow changes, organizational and functional unit structure changes, and recommendations on how best to maximize the use of existing staff, improving customer service, and improving performance outcomes (Key Federal and State Performance Measures). If additional funding is secured, make recommendations on additional staffing.

h. Task 8: Review and Evaluate Potential Policy and Process Changes for Impacts

A review and evaluation of all potential policy and operational changes for both intended and unintended impacts. Clearly document the benefits of changing a specific policy, process, procedure, or workflow along with the factors to consider in making a change and the legal, regulatory, or policy authority that substantiates the proposed change. This analysis must include references to other California county child support agencies that currently use or have implemented any of the proposed policy and operational changes.

i. Task 9: Provide a Completed Assessment

- 1) Provide Draft Operational Assessment (Report) of the findings and recommendations, including exhibits and attachments, to the Director and Assistant Director for review and approval within thirty (30) days of completing the operational assessment.

The Draft Report shall include, but not be limited to:

- a) Executive Summary, the best practice findings, and comparison of best practices to DCSS' operation.
- b) Assessment of the current organizational structure as a whole and by functional area/operational unit and corresponding policies, processes, procedures, workflow, staffing, and customer service responsiveness and timeliness.
- c) Assessment of DCSS' current business model and identification of specific needs for improvement including a staffing analysis to determine how best to structure operations to maximize the use of existing staff and improve program performance through implementation of streamlining and efficiency measures.
- d) Assessment of the current life cycle of a child support case and effectiveness of the current order modification processes, including process maps specified in Task 2.
- e) Provision of specific policy and operational recommendations that will improve DCSS' effectiveness and efficiency as a whole and by functional area/operational unit. Recommendations shall include technological innovations, automation enhancements, procedural and workflow changes, organizational and functional unit structure changes, and recommendations on how best to utilize existing staff, improving customer service, and improving program outcomes (Key Federal and State Performance Measures). Include organizational needs to support successful implementation of recommendations.
- f) Recommendations on additional staffing by functional area/operational unit to meet performance goals and objectives.
- g) Review and evaluation of all potential and operational changes for both intended and unintended impacts. Clearly document the benefits of changing a specific policy, process, procedure, or workflow along with the factors to consider in making a change along with the legal, regulatory, and/or policy authority that substantiates the recommended change.

- h) References to other California county child support agencies that currently use or have implemented any recommended policy and/or operational change along with the result(s).
 - i) The Draft Report shall include eight (8) hard copies and one (1) electronic copy.
- 2) Meet weekly with the Director and other staff, as determined with the Director, to discuss status of the Draft Organizational Assessment, milestones, meetings held, tasks, a summary of recommendations, constraints, and possible positive and negative impacts to the department, organization, and customers. Provide time for feedback on the Draft Organizational Assessment.
- 3) Provide Final Draft Report to the Director and Assistant Director for review after incorporating feedback within fifteen (15) days of meeting with the Director. Final Draft Report shall include eight (8) hard copies and one (1) electronic copy.
- 4) Provide the Final Report to the Director and Assistant Director no later than thirty (30) days after receiving the Director's final approval, to include:
 - a) Eight (8) bound hard copies along with one (1) reproducible electronic copy. Any other documentation provided to DCSS shall be in a reproducible electronic format.
 - b) A final in-person presentation of the Operational Assessment to the Director and the DCSS leadership team no later than June 6, 2023.
- 3. Ensure all Contractor staff follow DCSS building security guidelines and confidentiality requirements. Contractor staff with access to child support case information are required to meet information security requirements and obtain clearance from the Internal Revenue Service (IRS).

C. GENERAL CONTRACT REQUIREMENTS

- 1. **Recitals** – The recitals set forth above are true and correct and incorporated herein by this reference.
- 2. **Contract Amendments** – Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract, and approved by the person(s) authorized to do so on behalf of Contractor and County.
- 3. **Contract Assignability** – Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.
- 4. **Reserved.**
- 5. **Attorney's Fees and Costs** – If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.
- 6. **Background Checks for Contractor Personnel** – Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and

County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

Contractor shall notify the County of any board member, 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, other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

7. **Change of Address** – Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.
8. **Choice of Law** – This Contract shall be governed by and construed according to the laws of the State of California.
9. **Compliance with County Policy** – In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

10. **Confidentiality** – 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. 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.

Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the terms and conditions set forth in the Privacy and Security Training for Custodial, Phlebotomist, Security and Training Contractors (Attachment A) prior to providing any Services. Contractor shall immediately notify the County of any suspected or actual breach of confidential information as detailed in the requirements. The requirements specified in Attachment A are hereby incorporated by this reference.

- a. Read, understand and comply with the Privacy and Security Training for Custodial, Phlebotomist, Security and Training Contractors.
- b. Ensure employees, subcontractors, agents, volunteers and interns who have access to PII complete the Privacy and Security Training for Custodial, Phlebotomist, Security and Contractors and execute the training acknowledgement form and other training materials annually.

- c. Ensure employees, subcontractors, agents, volunteers and interns who have access to PII sign the Confidentiality Statement (Attachment B) annually.
 - d. Report actual, suspected or potential breaches of PII immediately to the DCSS Administrative Services Unit via email at: DCSSAdministrativeServices@hss.sbcounty.gov.
11. **Primary Point of Contact** – Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
12. **County Representative** – The Assistant Executive Officer of Department Operations or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.
13. **Damage to County Property** – Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. 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. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.
14. **Debarment and Suspension** – Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to Title 48 Code of Federal Regulations (CFR), Chapter 1, Subchapter B, Part 9, Subpart 9.4 (48 C.F.R. Section 9.400 et seq.).

Contractor certifies that it and its principals and subcontractors:

- a. Are not presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>).
- b. 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 of records, making false statements, or receiving stolen property;
- c. 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 Section C, Paragraph 14, subparagraph b herein; and
- d. 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.

Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

15. **System for Award Management** – 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 the Contract, the County determines Contractor is identified as either

suspended or debarred on the SAM, Contractor shall be considered in material breach of the Contract, and the County may proceed under the Correction of Performance Deficiencies section of the Contract, including immediate termination of the Contract. If Contractor becomes aware, at any point during the term of the 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.

16. **Drug and Alcohol Free Workplace** – In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:
- a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
 - b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
 - c. 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.

The 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.

17. **Duration of Terms** – This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.
18. **Reserved.**
19. **Environmental Requirements** – 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. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

EPA Regulations – If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7401 et seq.); section 508 of the Clean Water Act (33 U.S.C. section 1251 et seq.); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]; and Environmental Protection Agency regulations (40 C.F.R.).

State Energy Conservation Clause – Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations (CCR), title 20, section 1401 et seq.).

20. **Improper Influence** – Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from

the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

21. **Improper Consideration** – 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 this 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 the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

22. **Informal Dispute Resolution** – 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.

23. **Legality and Severability** – 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, legality and enforceability of the remaining provisions shall remain in full effect.

24. **Licenses, Permits and/or Certifications** – Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by federal, state, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

25. **Material Misstatement/Misrepresentation** – If during the course of the administration of this Contract, the County determines that 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.

26. **Mutual Covenants** – The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

27. **Nondisclosure** – 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. 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.

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 memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

28. **Notice of Delays** – 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.
29. **Ownership of Documents** – 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. Unless otherwise directed by County, Contractor may retain copies of such items.
30. **Reserved.**
31. **Air, Water Pollution Control, Safety and Health** – Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, including fire clearances, which apply to the work performed pursuant to this Contract.
32. **Records** – Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include 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 comply with the appropriate Office of Management and Budget (OMB) Circulars, which 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 for further information.

Contractors expending \$750,000 or more in federal funds annually shall have a single audit or program specific audit performed. A copy of the audit shall be maintained as part of the program's fiscal records.

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 payments for billings submitted and for termination of the Contract.

33. **Relationship of the Parties** – 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.
34. **Release of Information** – No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the DCSS Director or their designee, and shall include County approved branding.
35. **Representation of the County** – In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County.
36. **Strict Performance** – 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.

37. **Subcontracting** – Contractor agrees not to enter into any subcontracting contracts for work contemplated under the Contract without first obtaining written approval from the County and the Director of DCSS through the HS Contracts Unit. Any subcontractor shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's contract.

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. 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 Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraph 6 of this Section C.

For any subcontractor, Contractor shall:

- a. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- b. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- c. Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Contract Requirements and G. Insurance and Indemnification.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the subcontractors. Contractor agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

38. **Subpoena** – In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or 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 provided herein in connection with defense obligations by Contractor for County.
39. **Termination for Convenience** – The County reserves the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. 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.
40. **Time of the Essence** – Time is of the essence in performance of this Contract and of each of its provisions.
41. **Venue** – The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim

concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

42. **Conflict of Interest** – Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of 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. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the 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, employees, or agents 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 applicant, and such persons have successfully competed for employment with other applicants on a merit basis.
43. **Former County Administrative Officials** – Contractor agrees to provide, or has already provided, information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five 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 officer's staff, County Executive Officer 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.
44. **Disclosure of Criminal and Civil Procedures** – The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten (10) years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten (10) years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten (10) years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

45. **Copyright** – 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 this 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 this 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 this 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, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.
46. **Artwork, Proofs and Negatives** – All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.
47. **Iran Contracting Act** – IRAN CONTRACTING ACT OF 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 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 an 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.
48. **Reserved.**
49. **California Consumer Privacy Act** – To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA) (California Civil Code sections 1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at California Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to California Civil Code section 1798.150(b) alleging a violation of the CCPA that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to California Civil Code section 1798.155(b).
50. **Vacancies** – 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.

51. **Complaint and Grievance Procedure** – 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.
- Contractor will ensure that staff are knowledgeable on the San Bernardino County Child Support Services Complaint and Grievance Procedure (Attachment C) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.
52. **Contractor Board of Directors' Meetings** – 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 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.
53. **Child Abuse Reporting** – 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:
- a. 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.
 - b. 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.
 - c. 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.
54. **Reserved.**
55. **Reserved.**
56. **Pro-Children Act of 1994** – Contractor will comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).
57. **Americans with Disabilities Act** – Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).
58. **Public Accessibility** – Contractor shall ensure that Services provided are accessible by public transportation.
59. **Reserved.**
60. **Reserved.**
61. **Ownership Tools** – The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.
62. **Force Majeure** – Neither party shall be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or

regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

63. **Order of Precedence** – In the event of any inconsistency between the terms of this Contract and any forms, attachments, statements of work (SOW), or specifications which may be incorporated into this Contract, the following order of precedence shall apply:
- a. This Contract;
 - b. Attachments to this Contract, as indicated herein; and
 - c. Price lists, SOWs, and other documents attached hereto or incorporated herein.
64. **Equipment** – 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.
65. **Supersedes Prior Agreements** – This Contract supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between the County and Contractor hereto with respect to the subject matter hereof. All such prior contracts, agreements and understandings are hereby terminated and deemed of no further force or effect.
66. **Executive Order N-6-22 Russian Sanctions** – On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.
67. **Conflict of Interest** – Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent officers, employees, subcontractors, or members of 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. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the 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, employees, or agents 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 applicant.

Contractor understands per attached Conflict of Interest and Political Reform Act Obligations (Attachment D) that the DCSS Director has determined Contractor meets Disclosure number 1 and that no disclosure is required.

D. TERM OF CONTRACT

1. This Contract is effective as of December 1, 2022 and expires June 30, 2023 but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for three (3) additional six (6) month periods, if warranted and explained to DCSS forty-five (45) days prior to June 30, 2023, and by mutual agreement of the parties.
2. The County may terminate the Contract immediately if the funds under Section F Paragraph 1 are not available to the County, and under the provisions of Section I, Paragraph 3, Item e, of the Contract, or as otherwise provided in this 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 of Department Operations is authorized to exercise the County's rights with respect to any termination of this Contract.
3. Contractor shall only be reimbursed for costs and uncanceled obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
4. 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.

E. COUNTY RESPONSIBILITIES

County shall:

1. Make appropriate staff available to provide information regarding current DCSS policies, procedures, and systems.
2. Provide access to County and DCSS policies, procedures, processes, tools, and systems, as appropriate.
3. Provide all documents and information deemed necessary to complete a thorough operational assessment, including, but not limited to:
 - a. County Standards of Conduct and Personnel Rules.
 - b. County Policy Manual.
 - c. DCSS Policy and Procedures manuals and handbooks.
 - d. County and employee union negotiated MOUs.
 - e. County and DCSS organizational charts.
4. Meet with Contractor for debriefing, including, but not limited to, communication of findings, updates, status, reports, and other information.
5. Review and evaluate Contractor findings, reports, and status updates.
6. Be available to provide expertise, guidance, direction, and feedback throughout the operational assessment process.
7. Be available for in-person presentation and report of the final findings, outcomes, and recommendations before the contract end date.
8. Designate primary and back-up contacts that are available to work and communicate with Contractor.

F. FISCAL PROVISIONS

1. The maximum amount of reimbursement under this Contract shall not exceed \$697,000, of which \$460,020 may be federally funded, and shall be subject to availability of other funds to the County.

The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

2. Invoices shall be issued with a net sixty (60) day payment term with corresponding SAP Contract and/or Purchase Order number stated on the invoice.

Contractor shall be paid on a fee-for-service basis, after submitting the required invoice and the County has deemed the Task(s), as described in Section B, completed satisfactorily, based on the rates on the attached Project Budget (Attachment E).

Contractor shall track their progress on each Task and shall provide invoices to County once a month within ten (10) calendar days following the month of service, with the final invoice provided no later than June 9, 2023. Invoices requesting travel expense and reimbursement must contain documentation validating compliance with County's Travel Management Policy (8-02 and 8-02SP). Contractor invoices shall be submitted to DCSS Fiscal at the following address: DCSSfiscal@hss.sbcounty.gov.

3. 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.
4. County is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any state or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
5. 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.
6. 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.
7. Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.
8. Reserved.
9. Reserved.
10. Reserved.
11. The Contractor shall request a budget amendment, in writing, in advance of expenditures: 1) when aggregate expenditures are expected to exceed an approved budgeted line item by more than fifteen (15%) percent; or 2) to add a new budget line item. No budget revision may result in an increase of the maximum dollar amount stated in Paragraph 1 of this Section. The written request must specify the changes requested, by line item and amount, and must include justification. Prior to implementation of a budget revision, the County shall approve (or deny) the budget revision request. The County has the authority to approve line item budget changes to the budget herein, as long as these changes do not exceed the total contract amount. County shall notify the Contractor in writing of the status of the budget revision request within fourteen (14) calendar days of receipt of the Contractor's written request. The County reserves the right to deny the Contractor's invoice for expenditures in excess of the approved budgeted line item amount.

G. 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 indemnities. The Contractor 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 Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. **Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. **Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. **Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies 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 and approved by 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. **Insurance Specifications** – The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

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

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

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

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

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

1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

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

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

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

or

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

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

- f. Reserved.
- g. Reserved.
- h. Reserved.

H. RIGHT TO MONITOR AND AUDIT

1. The County, State and Federal government 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. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.
2. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this 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.

3. 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.
4. 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.
5. 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.
6. 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 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 for further information.
7. The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Health and Human Services:

Number: 93.563

Title: Child Support Enforcement

8. County is required to identify the Contractor Unique Entity Identification (UEI) number, as known in the federal System for Award Management (SAM), and Federal Award Identification Number (FAIN) in all County contracts that include federal funds or pass through of federal funds. This information is required in order for the County to remain in compliance with Title 2 CFR Section 200.331, and remain eligible to receive federal funding. The Contractor shall provide the Contractor name as registered in SAM, as well as the UEI number to be included in this Contract. Related FAIN will be included in this Contract by the County.

Contractor Name as registered in SAM	Public Knowledge. LLC
UEI	QUWHSABGA39
FAIN	2001CACSES

I. CORRECTION OF PERFORMANCE DEFICIENCIES

1. In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level or performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
2. 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.
3. 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:
 - a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
 - b. 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
 - c. Withhold funds pending duration of the breach; and/or
 - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
 - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the 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.

4. 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.

J. RESERVED.

K. EQUAL EMPLOYMENT/EMPLOYMENT DISCRIMINATION/CIVIL RIGHTS

1. Equal Employment Opportunity Program - Contractor agrees to comply with: the provisions of the San Bernardino County Equal Employment Opportunity Program and rules and regulations adopted pursuant thereto; Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (42 U.S.C. section 2000(e), et seq.); Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000; the California Fair Employment and Housing Act (Cal. Gov. Code section 12900, et seq.); and other applicable federal, state, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County.

2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable federal, state and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County will supply a sample of the Plan format. The Contractor will be monitored by the County for compliance with provisions of its Civil Rights Plan. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement (Attachment F) annually.
4. Reserved.
5. Reserved.
6. Equity – Contractor shall adhere to and participate in County efforts ensuring all individuals and communities have equal access and opportunity to health and wellbeing by providing culturally and linguistically appropriate services to all people of color and culture, age, disabilities, gender, sexual orientation or gender identity including people with limited English proficiency (LEP).

Services provided must be respectful of and responsive to the cultural and linguistic needs of County residents.

- a. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible service population. Such studies are critical to designing and planning for providing appropriate, effective and equitable services.
- b. Contractor shall partner with and support community partners in addressing disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services. Partnering includes opportunities for partners and community members to design, implement and evaluate practices, and services ensuring equity and cultural and linguistic appropriateness.
- c. Contractor shall work with County to communicate and provide opportunities for individuals and communities of color and culture to provide feedback on progress and outcomes achieved to address disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services.
- d. Contractor shall recruit, promote and support a culturally and linguistically diverse workforce that is responsive to and represents the population being served. This includes trained and competent bilingual staff.
- e. Contractor shall provide training to enhance its workforce knowledge on cultural and linguistic competence. Becoming culturally and linguistically competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective health and human services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect quality of care and is not cost-effective.
- f. To ensure equal access to quality care for diverse populations, Contractors providing health and health care services may adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.
- g. Upon request, Contractor will provide County Human Services evidence of adherence to requirements listed above.

L. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or by email, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Human Services
150 S. Lena Road
San Bernardino, CA 92415-0515
Facsimile: (909) 387-2900
Email: HSASDContractsUnit@hss.sbcounty.gov

Public Knowledge, LLC
4720 Independence Street
Wheat Ridge, CO 80333
Facsimile: (720) 684-5571
Email: ksokolik@pubknow.com

Notice shall be deemed communicated two (2) County working days from the time of mailing, facsimile, or email, if delivered as provided in this paragraph.

M. ENTIRE AGREEMENT

1. This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set

forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

2. 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.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Curt Hagman, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

PUBLIC KNOWLEDGE, LLC

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

By ►

(Authorized signature - sign in blue ink)

Name Stacey Moss
(Print or type name of person signing contract)

Title President
(Print or Type)

Dated: _____

Address 4720 Independence Street
Wheat Ridge, CO 80333

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Ramona Verduzco, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Patty Steven, Contracts Manager

Date _____

Reviewed/Approved by Department

►

Marie Girulat, Director

Date _____



www.SBCounty.gov

Child Support Services

Privacy and Security Training For Custodial, Phlebotomist, Security and Training Contractors

Introduction

This handbook provides a general overview of the federal and state regulations which protect the privacy and security of confidential information as outlined in the Information Security Awareness Training (ISAT) for DCSS Vendors and Contractors. Protection of confidentiality is a very important subject, which requires the training of all Contractors and Contractors' employees who are granted access to County client/customer Personally Identifiable Information (PII).

Federal and state laws require the County of San Bernardino Human Services (HS) implemented privacy safeguards, which provide for the privacy and security of PII. Additionally, a Privacy/Security Incident Report is required when County PII is lost, stolen, disclosed or accessed without authorization, compromising the security, confidentiality or integrity of the information. A violation of confidentiality is punishable under civil and criminal law and may include a monetary fine and/or imprisonment.

Personally Identifiable Information (PII)

Federal and state laws govern the protection of PII. PII may be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII may be electronic, paper, verbal or recorded. PII includes, but is not limited to:

- Name,
- Social Security Number (SSN),
- Date of Birth (DOB),
- Address,
- Drivers License,
- Photo Identification,
- Biometric record,
- Place of birth,
- Mother's maiden name, and
- Identifying number/document (i.e. Case number, Client Index Number (CIN), etc.).

For the purpose of this training, PII will be used to refer to both confidential information and County client/customer PII.

Privacy and Security Overview

It is the policy of HS to establish protocols to effectively protect and secure PII against, any inappropriate use of disclosure. On an ongoing basis, Contractors and Contractors' employees must comply with all privacy and security requirements at the Federal, State and County level.

Privacy Training Requirements

Contractors and Contractors' employees granted access to a county facility and/or resources containing PII, must:

- Read, understand and comply with the requirements as outlined in this training, and
- Sign the Privacy and Security Training Acknowledgement (at the end of this training packet)

This mandatory training must be completed within the first thirty (30) days of being assigned to the Department of Child Support Services (DCSS). Thereafter, Contractor must provide annual refresher training or three or more reminders per year of the privacy and security safeguards in this Agreement to all employees and volunteers. Anyone who refuses to review this training and sign the required documents must not be allowed to work in a County facility that contains PII.

Note: A copy of the signed Privacy and Security Training Acknowledgement must be maintained by the Contractor for five (5) years after completion of the training.

Badges

To prevent unauthorized access to facilities where PII is stored, Contractors must ensure employees:

- Wear an identification badge at all times.
- Contact their supervisor immediately to report a lost or stolen ID badge and request a new one.
- Obtain/wear a visitor's badge if ID badge is temporarily misplaced.
- Surrender ID badge and any keys or access control devices when access is no longer required or upon leaving employment.

Incident Reporting

Immediately upon discovery Contractor and Contractors' employees must report to the DCSS Administrative Services Unit and suspected or actual event that threatens the confidentiality or client/customer information ("security incident"), including but not limited to:

- Lost information,
- Stolen information,
- Mis-sent information, and
- Unauthorized access or disclosure.

Contractors and Contractors' employees responsible for a substantiated breach are subject to criminal and/or civil penalties, corrective and disciplinary action(s) and/or sanction(s), as appropriate.

Contact and Resource Information

For questions, concerns or to report a situation of possible non-compliance, please contact your supervisor/manager and they will contact the DCSS Administrative Services Unit via e-mail at: DCSSAdministrativeSupport@hss.sbcounty.gov.



Child Support Services

County of San Bernardino
Department of Child Support Services
Privacy and Security Training Acknowledgement

I, _____, acknowledge that I have read and understand
(Please Print Legibly)

the County of San Bernardino Department of Child Support Services Privacy and Security Training for Contracted Service Providers. I agree to comply with the terms and requirements contained therein regarding the privacy and security safeguards of Personally Identifiable Information (PII) and agree to not disclose any information acquired in the course of my assigned duties to unauthorized persons. I understand that violation of these requirements may result in disciplinary action, up to and including termination of employment, as well as civil and criminal liability.

Contractor's Employee Signature

Date

☐ Contractors' employee was provided a copy of the Privacy and Security Training on _____
Date

Contractor's Supervisor (Please Print)

Contractor's Supervisor Phone No.

Contractor's Supervisor Signature

Date

cc: Contractors' employee

DCSSILStaffDevelopment@hss.sbcounty.gov

DCSSAdministrativeSupport@hss.sbcounty.gov

CONFIDENTIALITY STATEMENT

DCSS 0593 (03/29/06)

The Department of Child Support Services (DCSS) is responsible for securing Child Support information. DCSS takes this responsibility seriously. The information below describes serious consequences you are subject to in the event that you unlawfully access or disclose Child Support information. Child Support information includes data that is obtained from numerous organizations including, but not limited to: the Internal Revenue Service, the California Franchise Tax Board, the California Employment Development Department, and the California State Board of Equalization. This information is confidential. Child Support information also includes DCSS plans, processes, procedures, memoranda, correspondence, research documents, and statistical analysis concerning the DCSS Child Support Program. This information may be confidential. Confidential information in any form (e.g. paper, CDs, DVDs, computer drives, mobile computing devices, etc.) is not public and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. DCSS strictly enforces information security. If you violate DCSS confidentiality policies, you may be subject to administrative, civil, and or criminal action.

You may only access confidential information if you have a specific Child Support business need for that information. You may only disclose confidential information to other individuals that have a specific Child Support business need for that information. If you access confidential information without a Child Support business need or if you disclose confidential information to another person that does not have a Child Support business need, you may be subject to discipline by your department, termination of your or your employer's contract, criminal fines, or imprisonment.

- Fines for confidentiality violations range from \$1,000 to \$20,000.
- Imprisonment for confidentiality violations ranges from 1 year to 5 years.
- In addition, you may be liable for damages to persons injured by your confidentiality violation.

By your signature and initials below, you acknowledge that confidential Child Support information is subject to strict confidentiality requirements imposed by state and federal law including, but not limited to: Title 26 United States Code sections 7213(a), 7213A, and 7431; Code of Federal Regulations, Title 28, Code of Federal Regulations, part 603; California Penal Code section 502; California Family Code section 17212; California Unemployment Insurance Code sections 1094, 2111, and 2122; California Revenue and Taxation Code sections 7056, 7056.5, 19542, and 19542.1.

READ AND INITIAL EACH OF THE STATEMENTS PRINTED BELOW

- _____ I acknowledge that operating any computer providing access to Child Support information constitutes consent to monitoring of all system activity. Evidence of unauthorized use collected during monitoring may be used for adverse or criminal action. Logging on to any system providing access to Child Support information indicates acceptance of the DCSS Information Security Policy.
- _____ I acknowledge responsibility for knowing the classification of Child Support information. If I do not know the classification of specific information, I will seek classification information from my supervisor.
- _____ I acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me - including but not limited to: reprimand, suspension without pay, salary reduction, demotion, or dismissal - and/or fines and penalties resulting from criminal prosecution or civil lawsuits and/or termination of contract.
- _____ I acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.
- _____ I acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Child Support related contract.
- _____ I hereby agree to protect Child Support information in any form, (e.g. paper, CDs, DVDs, computer drives, mobile computing devices, etc) by:
 - Accessing Child Support information only as needed to perform my Child Support business duties.
 - Never accessing information for curiosity or personal reasons.
 - Never showing confidential information to or discussion confidential information with anyone who does not have the need to know.
 - Storing confidential information only in approved locations.
 - Never removing sensitive or confidential information from the work site without authorization.
- _____ I agree that I will not disclose my password(s) that provide me access to Child Support systems to any other person.
- _____ I agree that I will not duplicate or download confidential Child Support information unless I am authorized to do so.

I certify that I have read and initialed the confidentiality statements printed above.

 PRINT FULL NAME

 SIGNATURE

 PRINT EMPLOYER'S FULL NAME

 DATE



COMPLAINT AND GRIEVANCE PROCEDURE NOTICE

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 the services you 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 your department contact. Keep a copy for yourself and write down the date you talked to your department contact and the contact's name.

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

STEP TWO:

Email a copy of the written complaint or grievance you submitted to your department contact to: DCSSAdministrativeSupport@hss.sbcounty.gov. Please state if you would like a response and include your contact information (Name, Address, Phone Number, and Email Address). Your personal information, complaint and grievance details will be kept confidential.

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

STEP THREE:

Send a copy of your written complaint or grievance along with all information provided in Steps 1 and 2 above to the Contract Analyst at:

HS Administrative Support Division
Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515
(909) 383-9700

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

Please note: Each of these steps must be completed in the sequence shown.



COMPLAINT AND GRIEVANCE PROCEDURE CERTIFICATION

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 the services you 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.

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(909) 383-9700

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

Please note: Each of these steps must be completed in the sequence shown.

Detach Here

COMPLAINT AND GRIEVANCE PROCEDURE CERTIFICATION

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

Client Signature

Date

CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

Consultant shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Consultant or officer or employee of the Consultant.

During the term of this Contract Consultant shall not act a Consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the County. Consultant shall at all times comply with the terms of the Political Reform Act and the local conflict of interest code. Consultant shall immediately disqualify itself and shall not use its official position to influence in any way, any matter coming before the County in which the Consultant has a financial interest as defined in Government Code section 87103. Consultant represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the County.

“Consultant” means an individual who, pursuant to a contract with a state or local agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the County to enter into, modify, or renew a contract provided it is the type of contract that requires County approval;
5. Grant County approval to a contract that requires County approval and to which the County is a party, or to the specifications for such a contract;
6. Grant County approval to a plan, design, report, study, or similar item;
7. Adopt, or grant County approval of, policies, standards, or guidelines for the County, or for any subdivision thereof; or

(B) Serves in a staff capacity with the County and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the County that would otherwise be performed by an individual holding a position specified in the County’s Conflict of Interest Code.

DISCLOSURE DETERMINATION:

- ☒ 1. Consultant will not be “making a government decision” or “serving in a staff capacity” as defined in Sections A and B above. No disclosure required.
- ☐ 2. Consultant will be “making a government decision” or “serving in a staff capacity” as defined in either Section A or B above. As a result, Consultant shall be required to file a Statement of Economic Interest with the Clerk of the Board of Supervisors in a timely manner as required by law.

Project Budget

Statement of Cost				
Task	Staff Costs/Role by Task	Travel Costs	Materials	Totals
Task 1: Develop a Schedule and Implementation Plan for the Operational Assessment	\$33,360	\$4,056		\$37,416
Kathy Sokolik	Assist with plan development			
Keith Pepper	Lead plan development			
Noelita Lugo	Assist with plan development			
Connie Morton	Project initiation activities: Set up internal files; invoice process; deliverables tracking processes; report templates; status report templates; agenda template			
Task 2: Review, Analyze and Document Current Child Support Operational Processes & Workflow	\$122,360	\$29,222	\$2,500	\$154,082
Keith Pepper	Conduct interviews and focus groups; document child support program activities			
Ann Clements	Conduct interviews and focus groups; document child support program activities			
Noelita Lugo	Conduct interviews and focus groups; document child support program activities			
Elizabeth Morgan	Conduct interviews and focus groups; document child support program activities			
Marc Leonard	Assist with focus groups and interviews			
Connie Morton	Assist with focus groups and interviews, including scheduling; assist with producing report			
Task 3: Define and Evaluate DCSS' Operations and Needs	\$46,480			\$46,480
Keith Pepper	Participate in evaluation activities			
Ann Clements	Participate in evaluation activities			
Noelita Lugo	Participate in evaluation activities			
Wally McClure	Participate in evaluation activities			
Marc Leonard	Participate in evaluation activities			
Elizabeth Morgan	Participate in evaluation activities			
Connie Morton	Assist with producing report			
Task 4: Define and Evaluate the DCSS Training, Development and Support Unit's Operations and Needs	\$40,560	\$4,920		\$45,480
Mia Sena	Conduct focus group(s); evaluate training unit, materials			
Noelita Lugo	Assist with evaluation			
Marc Leonard	Assist with focus group(s)			
Connie Morton	Schedule focus groups; assist with producing report			

Statement of Cost				
Task	Staff Costs/Role by Task	Travel Costs	Materials	Totals
Task 5: Define and Evaluate the DCSS Program and Reports Unit's Operations and Needs	\$40,940	\$3,536		\$44,476
Keith Pepper	Provide California child support-specific reporting and legal guidance			
Susan Smith	Conduct focus group(s); evaluate DCSS Program & Reports unit, materials			
Marc Leonard	Assist with focus group(s)			
Connie Morton	Schedule focus groups; assist with producing report			
Task 6: Review and Identify Best Practices for Implementation	\$65,220			\$65,220
Keith Pepper	Assist with identifying California-specific best practices			
Noelita Lugo	Identify association and national best practices			
Mia Sena	Identify association and national best practices			
Ann Clements	Identify association and national best practices			
Lara Fors	Identify association and national best practices			
Wally McClure	Identify association and national best practices			
Connie Morton	Assist with producing report			
Task 7: Identify Recommendations to Improve DCSS's Effectiveness and Efficiency	\$72,780	\$9,100	\$1,950	\$83,830
Kathy Sokolik	Strategy for session			
Keith Pepper	Strategy for session; convene Envision session; oversee internal team Synthesize session			
Wally McClure	Strategy for session; participate in Envision session and internal Synthesize session			
Mia Sena	Strategy for session; participate in internal team Synthesize session			
Noelita Lugo	Strategy for session; participate in Envision session and internal Synthesize session			
Ann Clements	Strategy for session; participate in internal team Synthesize session			
Susan Smith	Strategy for session; participate in internal team Synthesize session			
Lara Fors	Strategy for session; participate in internal team Synthesize session			
Connie Morton	Provide logistical support for Envision session; create & produce documents needed to support Envisioning session; assist with producing report			
Shannon Grzybowski	Facilitate Envision session; participate in internal team Synthesize session			

Statement of Cost				
Task	Staff Costs/Role by Task	Travel Costs	Materials	Totals
Task 8: Review and Evaluate Potential Policy and Process Changes for Impacts	\$33,520			\$33,520
Keith Pepper	Assist with California-specific legal assessment			
Lara Fors	Lead assessment of final policy, process change recommendations; focus on federal legal assessment			
Elizabeth Morgan	Assist with assessment of final policy, process change recommendations; focus on federal legal assessment related to child support fiscal ops			
Task 9: Provide a Completed Assessment	\$109,020	\$5,548	\$500	\$115,068
Kathy Sokolik	Assist with drafting and finalizing Final Report; present report in person; project lessons learned			
Keith Pepper	Lead author; present final assessment to SB DCSS; project lessons learned			
Noelita Lugo	Assist with drafting and finalizing Final Report; present report in person; help create briefing materials; project close-out and project lessons learned			
Wally McClure	Assist with drafting and finalizing Final Report; project lessons learned			
Mia Sena	Assist with drafting and finalizing Final Report; help create briefing materials			
Shannon Grzybowski	Assist with drafting and finalizing Final Report; project lessons learned			
Marc Leonard	Assist with drafting and finalizing Final Report; project lessons learned			
Susan Smith	Assist with drafting and finalizing Final Report; project lessons learned			
Ann Clements	Assist with drafting and finalizing Final Report; project lessons learned			
Lara Fors	Assist with drafting and finalizing Final Report; project lessons learned			
Wally McClure	Assist with drafting and finalizing Final Report; project lessons learned			
Elizabeth Morgan	Assist with drafting and finalizing Final Report; project lessons learned			
Connie Smith	Assist with producing Draft and Final Reports; help create briefing materials; help present final report in person; project close-out and lessons learned			
Task 10: Provide Project Management throughout the project term	\$60,796	\$10,632		\$71,428
Keith Pepper	Project Manager			
Noelita Lugo	Deputy Project Manager			
Kathy Sokolik	Project oversight, sponsorship			
Connie Morton	Project Controller			
Totals	\$625,036	\$67,014	\$4,095	\$697,000

Cost by Expertise					
Task	Project Management, Oversight, and Support	Content Development	Materials	Travel	Totals
1	\$33,360			\$4,056	\$37,416
2	\$14,012	\$122,360	\$2,500	\$29,222	\$168,094
3	\$5,323	\$46,480			\$51,803
4	\$4,645	\$40,560		\$7,578	\$52,783
5	\$4,688	\$40,940		\$6,194	\$51,822
6	\$7,469	\$65,220			\$72,689
7	\$8,335	\$72,780	\$1,950	\$11,758	\$94,823
8	\$3,839	\$33,520			\$37,359
9	\$12,485	\$109,020	\$500	\$8,206	\$130,211
Totals	\$94,156	\$530,880	\$4,950	\$67,014	\$697,000

Travel Detail by Task Activity and Number of Trips and Staff			
Task	Task and Activity	Travel: Number of Trips and Staff	Cost
1	Kick-off meeting	1 trip for 3 staff	\$4,056
2	On-site focus groups, interviews, process mapping and follow-up trips for distributing and collecting process maps	Multi-week trips for 6 staff (14 trips of various durations)	\$32,756
4	Focus groups and interviews with training team	1 trip for 2 staff	\$4,920
5	Focus groups and interviews with reports team	1 trip for 2 staff	\$3,536
7	Envision Workshop	1 trip for 4 staff	\$9,100
9	Walk-through of draft and then final report	1 trip for 3 staff	\$9,092
10	Project management	3 trips for 1 staff	\$3,554
Total			\$67,014

ASSURANCE OF COMPLIANCE STATEMENT

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

Public Knowledge, LLC
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 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.8, as amended; California Government Code section 12940 (c), (h), (i), and (j); California Government Code section 4450; California Code of Regulations sections 11140-11200; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR 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 ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief 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 11135-11139.8, 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

Public Knowledge, LLC
ORGANIZATION