# CONTRACT BETWEEN COUNTY OF LAKE AND PUBLIC CONSULTING GROUP, LLC. FOR THE CALWORKS OUTCOME AND ACCOUNTABILITY REVIEW PROGRAM

This Contract is made and entered into by and between the County of Lake through its Department of Social Services, hereinafter referred to as "LCDSS", and Public Consulting Group, LLC., hereinafter referred to as "Contractor", collectively referred to as the "parties". The LCDSS Director shall administer this Contract on behalf of LCDSS.

## 1. TERM

This Contract shall commence on October 1, 2022, and shall terminate on July 31, 2027, unless earlier terminated as hereinafter provided. In the event LCDSS desires to temporarily continue services after the expiration of this Contract, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

## 2. COMPENSATION

Contractor has been selected by LCDSS to provide the services described hereunder in Exhibit "A" (Scope of Services), incorporated herein by this reference. Compensation to Contractor shall not exceed two hundred forty-nine thousand three hundred and sixty dollars ($249,360.00) for the milestones completed during the 5-year scope of the program.

LCDSS shall compensate Contractor for services in accordance with Exhibit "B" (Fiscal Provisions), attached hereto and incorporated herein. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

## 3. TERMINATION

This Contract may be terminated by mutual consent of the parties or by the LCDSS Director upon thirty (30) days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Contract, LCDSS Director will terminate this Contract, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

## 4. MODIFICATION

This Contract may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and LCDSS Director.

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## 5. NOTICES

All notices between the parties shall be in writing addressed as follows:

LCDSS
P.O. Box 9000
Lower Lake, CA 95457

Public Consulting Group, LLC.
148 State Street, 10th Floor
Boston, MA 02109

## 6. EXHIBITS

The Contract Exhibits, as listed below, are incorporated herein by reference:

Exhibit A – Scope of Services
Exhibit B – Fiscal Provisions
Exhibit C – Compliance Provisions

## 7. TERMS AND CONDITIONS

Contractor warrants that it will comply with all terms and conditions of this Contract and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

This Contract constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior contracts, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at Lakeport, California on December 6, 2022.

COUNTY OF LAKE

Eddie Crandell (Dec 7, 2022 10:44 PST)

CHAIR, Board of Supervisors

ATTEST: SUSAN PARKER
Clerk to the Board of Supervisors

By: Johanna Delong
Johanna Delong (Dec 7, 2022 10:50 PST)

BOARD OF SUPERVISORS LAKE COUNTY, CAL.

CONTRACTOR

kathleen fallon
kathleen fallon (Nov 18, 2022 15:22 EST)

Practice Area Director, Kathleen Fallon

APPROVED AS TO FORM:
ANITA L. GRANT

County Counsel

By:

# CONTRACT BETWEEN COUNTY OF LAKE AND PUBLIC CONSULTING GROUP, LLC. FOR THE CALWORKS OUTCOME AND ACCOUNTABILITY REVIEW PROGRAM

## EXHIBIT "A" – SCOPE OF SERVICES

## 1. DESCRIPTION OF SERVICES

Contractor shall:

1. Review and analyze ongoing data files from California Department of Social Services (CDSS)
   A. Receive monthly/quarterly data files and client survey summary reports and analyze performance data by comparing Lake County data to that of peer counties and the State overall,

   B. Identify trends and performance measures that demonstrate potential for improvement.

   C. Review LCDSS processes, policies and practices and utilize CDSS Cal-OAR dashboard demographic and program information to identify a more meaningful interpretation of performance metric data and trends in order to assist the County in identifying those areas of focus for improvement.

2. Conduct Stakeholder Engagement Tasks
   A. Facilitate ongoing stakeholder meetings following Cal-OAR suggested practices

   B. Facilitate stakeholder discussion and evaluation of key focus areas in order to develop potential strategies for continuous quality improvement efforts

3. Draft & develop required Cal-OAR key reports using CDSS' tools and templates, following the mandated timelines during the 5-year cycle:
   A. The County Self-Assessment (Cal-CSA)

   B. The Cal-OAR Peer Review

   C. The System Improvement Plan (Cal-SIP) and

   D. Progress Reports (2)

4. Attend ongoing Cal-OAR informational webinars, clinics & CDSS forums and virtual trainings

5. Review and become knowledgeable with all Cal-OAR guidance, Performance Measures and the CQI process available on the CDSS's Cal-OAR webpage https://www.cdss.ca.gov/inforesources/calworks/cal-oar

6. Create plan of action with timelines and due dates for key actions to be completed.

7. Attend regular collaborative planning meetings with LCDSS key staff, facilitating and creating agenda when possible.

8. Submit invoices in a format approved by CDSS upon completion of key milestones

LCDSS shall:

1. Forward data files, performance measure transmittals and reports received from CDSS to contractor for review

2. Provide available aggregate program information and demographic client data

3. Provide existing internal processes, policies and historical data reports that may be useful in identifying areas of focus for improvement efforts.

4. Collaborate with contractor in regularly set meetings

5. Identify local stakeholders and partner agencies for potential participation in stakeholder tasks and peer review activities

6. Attend CDSS ongoing informational webinars, forums and trainings

7. Participate in stakeholder engagement activities and meetings

8. Provide input for submitted draft documents

## 2. REPORTING REQUIREMENTS

Contractor shall submit a quarterly report in a format approved by LCDSS by the 10th of the month following the quarter of work completed during the quarter.

## 3. MONITORING REQUIREMENTS

Contractor shall be subject to monitoring by LCDSS, allowing full access to the information requested for monitoring purposes.

## 4. RECORDS RETENTION

Contractor shall prepare, maintain and/or make available to LCDSS upon request, all records and documentation pertaining to this Contract, including financial, statistical, property, recipient and service records and supporting documentation for a period of four (4) years from the date of final payment of this Contract. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

## 5. GRIEVANCE

Contractor agrees to provide a procedure through which recipients of Contract services shall have the opportunity to grieve or complain regarding service.

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# CONTRACT BETWEEN COUNTY OF LAKE AND PUBLIC CONSULTING GROUP, LLC. FOR THE CALWORKS OUTCOME AND ACCOUNTABILITY REVIEW PROGRAM

## EXHIBIT "B" – FISCAL PROVISIONS

### 1. BUDGET

The Contractor shall submit, in advance, a detailed budget, in the format approved by LCDSS for review and approval by the LCDSS Director. Contractor shall be compensated only for expenses included in the approved budget. Modification to the budget must be approved in advance by the LCDSS Director.

### 2. EXPENDITURE OF FUNDS

A. Contract funds shall not be used to purchase food or promotional merchandise or to attend conferences unless specifically approved in the budget.

B. Contract funds shall not be used to purchase computers, printers, software or any related equipment unless specifically approved in the budget.

C. LCDSS Director reserves the right to refuse payment to Contractor or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services provided hereunder.

### 3. EQUIPMENT PURCHASED WITH CONTRACT FUNDS

Contractor shall maintain an inventory of all equipment purchased with Contract funds and shall submit a copy of said inventory along with Contractor's June invoice or upon termination of the Contract. All equipment purchased with Contract funds is the property of LCDSS and shall be delivered to LCDSS if no longer needed or upon termination of the Contract.

### 4. CONTRACTOR'S FINANCIAL RECORDS

Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

### 5. INVOICES

A. Contractor shall submit invoices based on a deliverable-based payment model upon completion of each milestone, in a format approved by LCDSS.

B. LCDSS is not able to compensate Contractor after the close of the fiscal year if invoices for that fiscal year are received after June 5th. To ensure Contractor is properly compensated, Contractor shall submit an estimated invoice based on estimated expenses, including all anticipated costs, no later than June 5th of the fiscal year period for any milestone completed in the months of May or June.

C. Contractor shall follow up by submitting invoices for actual expenses, including remittance of the full amount of any overpayment that occurred in the event estimated expenses exceeded actual.

D. LCDSS shall review and approve Contractor's invoices and make payment within fifteen (15) days of approval.

## 6. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS

A. Contractors that expend $750,000 or more in Federal Awards shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and Part 200 of the Office of Management and Budget (OMB) Guidance, and a copy submitted to the:

Lake County Department of Social Services
Attn: Program Manager
P.O. Box 9000
Lower Lake, CA 95457

The copy shall be submitted within the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency.

The contractor shall ensure that LCDSS-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

For LCDSS contracts that do not have CFDA numbers, the Contractor shall ensure that the LCDSS funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed-through the California Department of Social Services.

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# CONTRACT BETWEEN COUNTY OF LAKE AND PUBLIC CONSULTING GROUP, LLC. FOR THE CALWORKS OUTCOME AND ACCOUNTABILITY REVIEW PROGRAM

## EXHIBIT "C" – COMPLIANCE PROVISIONS

### 1. INFORMATION INTEGRITY AND SECURITY

A. Contractor ensures that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with Welfare and Institutions Code Section 10850, LCDSS MEDS Data Privacy and Security Agreement, Lake County Information Security Policy, Health Insurance Portability and Accountability Act (HIPAA), and all other applicable laws, regulations and policies.

B. Contractor shall immediately notify LCDSS of any known or suspected breach of personal, sensitive and confidential information related to Contractor's work under this Contract.

### 2. NON-DISCRIMINATION

A. Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

B. Contractor shall comply with and annually sign the LCDSS "Assurance of Compliance" form.

### 3. ABUSE REPORTING REQUIREMENTS

A. Contractor shall ensure that all known or suspected instances of child abuse or neglect, as defined in Penal Code Section 11165, are reported to LCDSS Child Welfare Services.

B. Contractor shall ensure that all known or suspected instances of elder abuse as defined in Welfare and Institutions Code 15610, are reported to LCDSS Adult Protective Services.

### 4. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

1. Are not presently debarred or suspended from federal financial assistance programs and activities, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency;

2. Have not, within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; 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;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

4. Have not, within a three-year period preceding this Contract, had one or more public transactions terminated for cause or default.

B. Contractor shall report immediately to LCDSS Director, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by LCDSS Director.

## 5. CHILD SUPPORT

Contractor shall comply with Public Contract Code Section 7110(a), recognizing the importance of child and family support obligations and enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code.

## 6. PAYROLL TAXES AND DEDUCTIONS

Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

## 7. CONTRACTS IN EXCESS OF $100,000

Contractor shall comply with all applicable orders or requirements issued under the following laws:

A. Clean Air Act, as amended (42 USC 1857).

B. Clean Water Act, as amended (33 USC 1368).

C. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)

D. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

E. Public Contract Code Section 10295.3.

## 8. INDEMNIFICATION AND HOLD HARMLESS

Contractor shall indemnify and defend the County of Lake and its officers, employees, and agents against and hold them harmless from any and all claims losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County of Lake,

whether for damage to or loss of property, or injury to or death of person, including properties of County of Lake and injury to or death of County of Lake officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County of Lake.

## 9. STANDARD OF CARE

Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

## 10. INTEREST OF CONTRACTOR

Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

## 11. INSURANCE

Contractor shall not commence work under this Contract until he has obtained all the insurance required herein, certificates of insurance have been submitted to County of Lake, "County", and said insurance has been approved by County. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least twenty days (20) prior written notice has been given to County.

Contractor shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.

Certificates evidencing the issuance of the following insurance shall be filed with the County within ten (10) days after the date of execution of this Contract by Contractor:

(A) **Compensation Insurance:** Contractor shall procure and maintain, at Contractor's own expense, during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance as required by the State of California, for all employees to be engaged in work. In case any such work is sublet, Contractor shall require subcontractor similarly to provide Employer's Liability and Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by Contractor's Workers' Compensation Insurance. Employer's Liability Insurance shall be in an amount not less than $1,000,000 per occurrence

(B) **Commercial General Liability**: Contractor shall procure and maintain, at Contractor's own expense during the term hereof, upon himself and his employees at all times during the course of this Contract, Commercial General Liability Insurance (Occurrence Form CG 00 01), for bodily injury, personal injury and property damage, in an amount of not less than one million dollars ($1,000,000) combined single-limit coverage per occurrence including but not limited to endorsements for the following coverages: premises-operations, products and completed operations, property damage, bodily injury and personal & advertising injury blanket contractual, and independent contractor's liability.

(C) **Automobile Liability Insurance**: Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (1,000,000) combined single-limit coverage per occurrence.

(D) **Subcontractors:** Contractor shall include all subcontractors as insureds under the aforesaid policies or shall furnish separate certificates and endorsements for each subcontractor to County for review and approval. All coverages for subcontractors shall be subject to all of the requirements hereinabove and contain the additional insured endorsement required by Contractor hereinafter.

(E) **Additional Insured Endorsement:** The Commercial General Liability and automobile polices are to contain, or be endorsed to contain, the following provisions:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). All coverage available to the Contractor shall also be available and applicable to the County. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the County. Contractor shall not commence work under this Contract until he has had delivered to County the Additional Insured Endorsements required herein.

(F) **Other Insurance Provisions**:

1. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance. Any excess insurance by Contractor shall contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County before the County's own primary Insurance policy or self-insurance shall be called upon to protect the Contractor.

2. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: Contractor shall reduce or eliminate such deductibles or self-insurance retentions; or Contractor shall provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

4. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude Contractor from taking other actions as is available to it under any other provision of the Contract or law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

5. If any insurance coverage required by the Contract is provided on a "Claims Made", rather than "occurrence" form, Contractor agrees to maintain required coverage for a period of three years after the expiration of this Contract (hereinafter, "Post Agreement Coverage") and any extensions thereof. Contractor may maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This subprovision is contingent upon Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for Post Agreement Coverage shall be deemed to be reasonable.

6. Contractor agrees to waive all rights or subrogation against County, its officers, officials, employees, agents, and volunteers for losses arising from work performed by Contractor under this Contract.

## 12. ATTORNEY'S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.

## 13. ASSIGNMENT

Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of LCDSS Director except that claims for money due or to become due Contractor from LCDSS under this Contract may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to LCDSS. Any attempt at assignment of rights under

this Contract except for those specifically consented to by both parties or as stated above shall be void.

## 14. INDEPENDENT CONTRACTOR

It is specifically understood and agreed that, in the making and performance of this Contract, Contractor is an independent contractor and is not an employee, agent or servant of the County of Lake. Contractor is not entitled to any employee benefits. LCDSS agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Contract (including without limitation, unemployment insurance, social security and payroll tax withholding.)

## 15. OWNERSHIP

All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of the County of Lake.

## 16. ADHERENCE TO APPLICABLE DISABILITY LAW

Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

## 17. HIPAA COMPLIANCE

Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

## 18. SAFETY RESPONSIBILITIES

Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Contract. Contractor agrees to provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards in the performance of work under this Contract.

## 19. JURISDICTION AND VENUE

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Contract or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

## 20. RESIDENCY

All independent contractors providing services to LCDSS for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

## 21. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Contract shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

## 22. SEVERABILITY

If any provision of this Contract is held to be unenforceable, the remainder of this Contract shall be severable and not affected thereby.

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# Cal-OAR-22-27

Final Audit Report 2022-11-18

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|---|---|
| Created: | 2022-11-18 |
| By: | Betzy Wetmore (Betzy.Wetmore@lakecountyca.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAnEBl_JDsypWhP_hGt1ESqlqaHG4dPVAp |

## "Cal-OAR-22-27" History

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Signer kfallon@pcgus.com entered name at signing as kathleen fallon
2022-11-18 - 8:22:54 PM GMT- IP address: 24.147.105.174

Document e-signed by kathleen fallon (kfallon@pcgus.com)
Signature Date: 2022-11-18 - 8:22:56 PM GMT - Time Source: server- IP address: 24.147.105.174

Agreement completed.
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