



**Contract Number**

**SAP Number**  
4400019608

## Probation Department

<b>Department Contract Representative</b>	<u>Karol Hamman</u>
<b>Telephone Number</b>	<u>(909) 388-0215</u>
<b>Contractor</b>	<u>Family Service Agency of San Bernardino</u>
<b>Contractor Representative</b>	<u>Christopher Oplinger</u>
<b>Telephone Number</b>	<u>(909) 886-6737</u>
<b>Contract Term</b>	<u>July 1, 2022 – June 30, 2027</u>
<b>Original Contract Amount</b>	<u>Aggregate, not to exceed \$1,600,000</u>
<b>Amendment Amount</b>	<u>Aggregate, not to exceed \$1,600,000</u>
<b>Total Contract Amount</b>	<u>Aggregate, not to exceed \$1,600,000</u>
<b>Cost Center</b>	<u></u>

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, San Bernardino County (County) desires to designate a contractor of choice to provide Counseling Services to Probation Department youth aged 11 to 25 years old who are residents of the County, as further described below (the “Services” or “Counseling Services”); and

**WHEREAS**, the County conducted a competitive process to find Family Service Agency of San Bernardino (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 Proposal, the County finds Contractor qualified to provide Counseling Services to Probation Department youth aged 11 to 25 years old who are residents of the County; 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:

**A. DEFINITIONS**

- A.1** Abuse: Physical, sexual, willful cruelty, unjustifiable punishment, unlawful corporal punishment, or neglect inflicted on an individual or persons by another individual or persons.
- A.2** Associate Clinical Social Worker (ACSW): An Applicant for licensure as a Licensed Clinical Social Worker who has completed the required education and is currently earning required house of experience while being supervised in accordance with current Board of Behavioral Sciences (BBS) regulations.
- A.3** Board: The San Bernardino County Board of Supervisors.
- A.4** Board of Behavioral Sciences (BBS): The branch of the California Department of Consumer Affairs that oversees licensing requirements and professional conduct for individuals practicing marriage and family therapy and/or clinical social work.
- A.5** Board of Psychology (BOP): The branch of the California Department of Consumer Affairs that oversees licensing requirements and professional conduct for individuals practicing as psychologists.
- A.6** Client: Youth aged 11-25 years old who are residents of the County, and are either on Formal Court Probation for law violations, or under nonwardship Informal Probation (W&I 654 or W&I 654.2), or Summary Probation (W&I 725), or Deferred Entry of Judgement (W&I 790), and/or at-risk of entering the Juvenile Justice System. Includes youth aged 18-25 years old who are on Formal Adult or Juvenile Probation, or on California Department of Juvenile Justice (DJJ) post discharge (reentry) supervision.
- A.7** CMJJP: The acronym for Comprehensive Multi-Agency Juvenile Justice Plan.
- A.8** Contract: The Contract between the County and the Contractor.
- A.9** Contractor: The term Contractor includes those persons who are providing the Services including qualified organizations, firms, and individuals, who are Psychologists, Psychiatrists, Licensed Clinical Social Workers, Licensed Marriage and Family Therapists, and Licensed Professional Clinical Counselors. The term also includes Associate Clinical Social Workers, Marriage and Family Therapist Interns and Professional Clinical Counselor Interns.
- A.10** Delinquent Behavior: Behavior problems exhibited from the following six (6) domains: 1) family issues (such as lack of supervision or control, family violence, criminal family influence); 2) school problems (such as attendance, academic, or school behavior problems); 3) substance abuse (pattern of alcohol and/or drug abuse); 4) sexual offenses; 5) domestic violence; and 6) delinquency patterns (such as runaway, gang identification, theft).
- A.11** Evidence Based Personalized Groups: Group therapy that must be adapted and personalized for individuals based on their culture, interests, and circumstances.
- A.12** Facilitator: A County Purchasing Department buyer or designated individual tasked with managing the processes of the evaluation panel.
- A.13** Fee-for-Service: An agreement to pay a specific price for the delivery of specific services.
- A.14** Gender Dysphoria: A condition where a person experiences discomfort or distress because of a mismatch between their biological sex and gender identification.
- A.15** 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.

- A.16** Intern: An applicant for licensure, such as a Marriage and Family Therapist Intern or Professional Clinical Counselor Intern, who has completed the required education and is currently earning required hours of experience while being supervised in accord with current BBS regulations.
- A.17** Juvenile Court: For Probation, Juvenile Court handles Delinquency proceedings, which involve most persons under the age of 18 who have been alleged to have committed a violation of law or statute. Superior Court of California, County of San Bernardino, Juvenile Court, 900 E Gilbert St, San Bernardino, CA 92415.
- A.18** JJCC: The acronym for Juvenile Justice Coordinating Council.
- A.19** Juvenile Justice Crime Prevention Act (JJCPA): Provides funding pursuant to the Schiff-Cardenas Crime Prevention Act to address juvenile crime prevention and intervention needs within the County (formerly known as AB1913).
- A.20** LGBTQIA: Lesbian, gay, bisexual, transgender, queer (or questioning), intersex, and asexual (or allies). Also known as LGBTQ+.
- A.21** Licensed Clinical Social Worker (LCSW): License holder authorized to employ psychotherapeutic techniques, among other services, with individuals, couples, families, and groups to improve the client's quality of life.
- A.22** Licensed Marriage and Family Therapist (LMFT): License holder authorized to employ psychotherapeutic techniques with individuals, couples, families, and groups to improve client's interpersonal functions.
- A.23** Licensed Professional Clinical Counselor (LPCC): Focuses exclusively on the application of counseling interventions and psychotherapeutic techniques for the purpose of improving mental health.
- A.24** LiveScan: Background check and fingerprinting system that entails taking an "electronic" picture of an individual's fingerprints, which is automatically transferred, along with personal descriptor information, to central site computers at the Department of Justice.
- A.25** Marriage and Family Therapist Interns (MFTI): An applicant for licensure as a Marriage and Family Therapist who has completed the required education and is currently earning required hours of experience while being supervised in accordance with current BBS regulations.
- A.26** Medical Board of California: The State agency that licenses medical doctors, investigates complaints, disciplines those who violate the law, conducts physician evaluations, and facilitates rehabilitation where appropriate.
- A.27** Neglect: Acts and omissions by a person or persons responsible for a child's welfare, resulting in the maltreatment of the child under circumstances indicating harm or threatened harm to the individual's health or welfare.
- A.28** Non-Routine Reports: Reports completed and submitted from the Contractor at the County's request, that have an additional fee attached, such as those listed in the Maximum Fee Schedule (included in Attachment B), including the psychological evaluation testing/report, bonding/attachment assessments, testifying-court services, non-routine report writing, home visits, school visits, and families/couples therapy. Note, "Non-Routine Reports" do not include the reports listed in "Routine Reports".
- A.29** Pre-Delinquent Children: Children at risk for Delinquent Behavior. Children who verifiably demonstrate behavior problems in two (2) of the following six (6) domains: 1) family issues (such as lack of supervision or control, family violence, criminal family influence); 2) school problems

(such as attendance, academic, or school behavior problems); 3) substance abuse (pattern of alcohol and/or drug abuse); 4) sexual offenses; 5) domestic violence; and 6) delinquency patterns (such as runaway, gang identification, theft).

- A.30** Prison Rape Elimination Act of 2003 (PREA): The Act that addresses the problem of sexual abuse of persons in the custody of U.S. correctional agencies.
- A.31** Private Practice: A clinical setting other than a government entity, school, college, or university; nonprofit and charitable corporation; or licensed health facility.
- A.32** Probation Department: The Department that is responsible for protecting the community through the assessment, treatment, and control of adult and juvenile offenders.
- A.33** Professional Clinical Counselor Interns (PCCI): An applicant for licensure as a Professional Clinical Counselor who has completed the required education and is currently earning required hours of experience while being supervised in accordance with current BBS regulations.
- A.34** Psychiatrist: A physician who specializes in psychiatry and is certified in treating mental illness. As part of their evaluation of the patient, a psychiatrist may prescribe psychiatric medication, conduct physical examinations, order and interpret laboratory tests and brain image studies or brain scanning.
- A.35** Psychological Assistant: A person registered with the California BOP who is obtaining postdoctoral experience for licensure as a psychologist and is being supervised in accordance with current BOP regulations.
- A.36** Psychological Evaluation: A system of assessing an individual's development, behavior, intellect, personality, and emotional and social functioning. Methods that may be used by the therapist may include, but are not limited to, interviewing and observing the client and administering a mental competence test.
- A.37** Psychological Test: A professional developed instrument used to measure an individual's skills, abilities, and thoughts that may help mental health professionals make a more reliable and valid diagnosis than can be obtained from personal observations only. Only a licensed psychologist or psychiatrist may perform this service for the County.
- A.38** Psychologist: License holder authorized to employ psychological methods to help the client acquire greater effectiveness and/or to help modify socially ineffectual or maladjusted behavior.
- A.39** Routine Reports: Reports completed and submitted from the Contractor required at the closing of a case, a request for extension, and per the County's request. There is no additional fee attached for Routine Reports.
- A.40** Subcontractor: An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.
- A.41** Termination Report: The report provided by the Contractor to Probation at the completion of Counseling Services for a Client. The report typically states the reason for treatment, treatment goals, reason for rendering services and who the Client was referred to if they were in need of alternative services or if they need to access to services in the future.

## **B. CONTRACTOR RESPONSIBILITIES**

- B.1** Contractor shall provide Services in one or more of the geographic region(s) set forth in the Geographic Regions Served attachment (Attachment A).

- B.2** Contractor shall maintain a current, active, and valid professional licenses to render psychological and/or therapeutic counseling services within the State of California.
- B.3** Contractor shall have a minimum of two (2) years of experience providing direct counseling and treatment services to children and families.
- B.4** Contractor shall apply for, obtain and maintain the appropriate certification, licensure, registration or waiver prior to rendering Services. Contractor must work within their scope of practice and may not render and/or claim Services without a valid certification, licensure, registration or waiver. Contractor shall develop and implement a policy and procedure for all applicable providers to notify Contractor of a change in licensure/certification/waiver status, and Contractor is responsible for notifying County of such change.
- B.5** Contractor shall be skilled in one (1) or more of the following areas:
1. Administering in-depth Psychological Tests,
  2. Performing Psychological Evaluations and assessments,
  3. Conducting one-on-one, group, and family therapy sessions, and
  4. Engaging children and adults in innovative counseling techniques.
- B.6** Contractor shall devise treatment plans that include strengths-based and holistic therapeutic intervention strategies that will improve the emotional and psychosocial well-being of the Client and/or family unit and prevent future inappropriate and/or unlawful behavior. Contractor must have the ability to develop and maintain professional and therapeutic relationships with all County-referred Clients.
- B.7** Contractor shall provide Counseling Services in at least one (1) of the following areas:
1. Sex offender treatment
  2. Grief
  3. Gender Dysphoria
  4. Domestic Violence
  5. Individual
  6. Group
  7. Family/Couples
  8. Arson
  9. LGBTQIA
  10. Sexually exploited youth
  11. Evidence Based Personalized Groups
- B.8** Contractor may utilize registered Interns to provide Counseling Services. Contractors who utilize Interns in their practice must adhere to the California BBS and/or California BOP rules regarding supervision of professional services provided by Interns, associates, and assistants.
- B.9** Contractor shall not receive payment for missed or cancelled appointments.
- B.10** Contractor shall make all efforts to secure alternative funding (Medi-Cal or other private insurance plans), and these efforts must be documented.
- B.11** Contractor shall have no record of being disciplined or suspended by the BBS, BOP, or Medical Board of California.
- B.12** Contractor shall accept Clients referred by the County who have, among other things, committed delinquent acts or who are at-risk for such Delinquent Behavior. The client base to be served is individuals and their families who are ineligible for Medi-Cal, are not covered under private insurance plans, and do not have any other method to pay for the Services.

- B.13** Contractor shall make reasonable efforts to ensure Clients referred are not eligible for Medi-Cal or other private insurance plans.
- B.14** Contractor shall receive a completed and signed referral form from the County before rendering Services.
- B.15** Contractor shall follow billing instructions on the referral forms.
- B.16** Contractor shall ensure referral forms are complete and reflect the following information:
1. Date of referral (start date)
  2. Referral expiration date
  3. Name of referring County staff
  4. Total number of requested service hours
  5. Signature of authorized County staff
- B.17** Contractor shall contact County if there is a discrepancy or missing information on the referral form.
- B.18** Contractor shall ensure treatment is provided to Client(s) within the timeframe indicated on the referral form. Services performed before the start date or after the expiration date shall be considered unauthorized.
- B.19** Contractor shall ensure treatment is not provided to Clients in excess of the hours specified on the referral form.
- B.20** Contractor shall ensure copies of the referral form(s) are provided to the County with monthly invoices.
- B.21** Contractor shall provide one (1) or more of the following services, and/or services listed on the Maximum Fee Schedule (Attachment B), as deemed appropriate and necessary by the Probation Officer on a case-by-case basis:
1. Administer in-depth Psychological Tests. Psychological Tests must be administered by a licensed Psychologist or Psychiatrist and shall not exceed a four-hour maximum.
  2. Perform Psychological Evaluations and assessments. Psychological Evaluations and assessments must be conducted by a licensed Psychologist or Psychiatrist and shall not exceed an eight-hour maximum, including testing, evaluation, and report writing.
  3. Conduct bonding/attachment assessments. Bonding/attachment assessments conducted by:
    - a. Licensed Psychologists or Psychiatrists shall not exceed a three-hour maximum.
    - b. LCSWs, LMFTs, shall not exceed a four-hour maximum.
  4. Conduct one-on-one, group, and family therapy sessions.
  5. Engage children in innovative counseling techniques.
- B.22** Contractor shall, in conjunction with County, devise culturally sensitive treatment plans that include strengths-based and holistic family-based therapeutic intervention strategies that will improve the emotional and psychosocial well-being of the child and family unit and prevent future individual and family crises/abuse.
- B.23** Contractor shall develop and maintain professional and therapeutic relationships with all County-referred Clients.
- B.24** Contractor shall develop and maintain professional relationships and open communication lines with County staff.
- B.25** Contractor shall provide a variety of verbal and/or routine typewritten reports and recommendations based on Psychological Tests, Psychological Evaluations, and counseling

sessions, bonding and attachment, and/or other assessments with the Client as specified by the County. Contractor shall provide such information to County and Juvenile Court within three (3) business days from the date the service was requested. These types of reports shall be completed without additional charge to the County.

- B.26** Contractor shall provide specialized and/or lengthy typewritten reports, as requested by the County, consisting of four (4) or more pages, to the County and Juvenile Court. These reports will provide summary and detail information from the tests, evaluations, counseling sessions, bonding, and/or other assessments, and must be provided within two (2) weeks from the date the Service was requested. Contractor will be reimbursed at the rate specified in the Maximum Fee Schedule (Attachment B) for these types or reports.
- B.27** Contractor shall provide testimony in Juvenile Court, as requested by the County, regarding the typewritten reports and assessments. In the event the typewritten report and/or assessment is by an Intern, it may be necessary for the Intern's supervisor to become sufficiently knowledgeable of the Services provided and the progress made so as to be able to testify in Juvenile Court in support of the Intern's typewritten report and/or assessment. Contractor will be reimbursed at the rate specified in the Maximum Fee Schedule (Attachment B) for such testimony.
- B.28** Contractor shall provide the County with a Termination Report required on all County-referred Clients regardless of the number of sessions attended.
- B.29** Contractor shall provide Psychological Testing and Psychological Evaluation reports. Unless specifically requested by the County and/or Juvenile Court, Contractor prepared reports, will not contain recommendations regarding reunification of child and parent. Psychological Testing and Psychological Evaluation reports will be formulated with the following headings and in the order listed:
1. Psychological Testing:
    - a. Reason for Referral:
      - 1) Issue referred by County – Issues to be addressed/assessed as requested by County in referral.
    - b. Presenting Problem:
      - 1) What does the Client see as the problem(s)?
      - 2) What does the therapist see as the problem(s)?
      - 3) What have the Client and the therapist agreed to address?
    - c. Assessment:
      - 1) Includes any formalized testing, mental status testing as part of the assessment process, such as:
        - a) MPPI – Minnesota Multiphasic Personality Inventory
        - b) DAP – Draw a Person Test
        - c) WISC–R – Wechsler Intelligence Scale for Children – Revised
        - d) WISC–III – Wechsler Intelligence Scale for Children
        - e) WAIS-R – Wechsler Adult Intelligence Scale – Revised
    - d. Diagnosis:
      - 1) DSM IV #5 Axis:
        - a) DSM – Diagnosis and Statistical Manual of Mental Disorders, in is IV (fourth revision as of 2001) – a comprehensive classification of officially recognized psychiatric disorders, published by the American Psychiatric Association, for use by mental health professionals to ensure uniformity of diagnosis. DSM describes symptoms and does not discuss the causes of the disorders.
        - b) DSM IV – Organizes each psychiatric diagnosis into five (5) levels (axes) related to different aspects of disorder or disability.
        - c) Axis I – Clinical disorders, including mental disorders, as well as developmental and learning disorders. Common Axis 1 Disorders

- are Depression, Anxiety Disorders, Bipolar Disorder, ADHD, and Schizophrenia.
  - d) Axis II – Underlying pervasive or personality conditions, as well as mental retardation. Common Axis II Disorders are Borderline Personality Disorder, Antisocial Personality Disorder, Narcissistic Personality Disorder, and mild mental retardation.
  - e) Axis III – Acute medical conditions and physical disorders.
  - f) Axis IV – Psychosocial and environmental factors contributing to the disorder.
  - g) Axis V – Global Assessment of Functioning or Child’s Global Assessment Scale for children under the age of 18 (on a scale from 100 – 0).
- e. Treatment:
- 1) Include treatment plan.
- f. Progress:
- 1) Identify progress made, if any.
  - 2) Give examples supporting progress or lack thereof.
  - 3) Reason(s) for lack of progress.
  - 4) Include attendance and participation.
2. Psychological Evaluation:
- a. Reason for Referral:
- 1) Issue referred by County – issues to be addressed/assessed as requested by County in referral.
- b. Background/History:
- 1) Drug/Alcohol abuse.
  - 2) Sexual/physical/emotional abuse.
  - 3) Family background.
  - 4) Overview of client’s circumstance(s) that may contribute to current behaviors.
- c. Presenting Problem:
- 1) What does the Client see as the problem(s)?
  - 2) What does the social worker see as the problem(s)?
  - 3) What does the therapist see as the problem(s)?
  - 4) What have therapist, Client, and social worker agreed to address?
  - 5) Give observations from sessions and explanations of observations.
- d. Assessment:
- 1) How was the Client assessed?
  - 2) What tools were used? Included any and all formalized testing, including medical testing, completed as part of the assessment process.
  - 3) Summary of all points addressed in the assessment and how they all link together to create a final picture of the Client.
- e. Diagnosis:
- 1) DSM IV TR Axis I-V:
  - 2) Explain how diagnosis impacts Client, child, and/or parent.
  - 3) Explain how diagnosis impacts Client’s ability to parent.
  - 4) Outline treatment plan, type, and expected duration.
- f. Progress:
- 1) Identify progress.
  - 2) Give examples supporting progress or lack thereof.
  - 3) Reason(s) for lack of progress.
  - 4) Attendance and participation.
- g. Prognosis/Recommendations/Summary:
- 1) What are the goals and objectives that will be addressed and resolved in the coming sessions?
  - 2) Identify treatment methods to be used to achieve goals and objectives.

3) What is the prognosis for mediation of referring problem and the number of sessions in which mediation will be accomplished?

**B.30** Contractor shall maintain a case file for each County-referred Client that should, but is not limited to, family history questionnaire, case notes and reports, assessments and results of Psychological Tests/Evaluations and bonding/attachment assessments, and treatment plan(s).

**B.31** Contractor shall appear and testify in Juvenile Court as to the progress that the Client is making or has made, if deemed necessary by the County. Contractor will be reimbursed at the rate specified in the Maximum Standard Fee Schedule (Attachment B).

**B.32** Contractor shall ensure, under no circumstances, shall a Client referred by the County and served under this Contract be required to compensate the Contractor for any Counseling Services, including fees for missed or cancelled appointments.

## **C. GENERAL CONTRACT REQUIREMENTS**

### **C.1 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

### **C.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.

### **C.3 Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

### **C.4 Contract Exclusivity**

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

### **C.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.

### **C.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 and/or who have access to County property or information. The background check may include, but is not limited to the following: 1) criminal history check, 2) fingerprints, 3) photographs, and/or 4) other as necessary.

If requested by the County, Contractor shall provide the results of the background check of each individual to verify that the individual meets Contractor's standards for employment. 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.

Personnel employed by Contractor having access to any County property and/or information (digital, and/or hardcopy records and files) shall not be on probation or parole and shall not have a criminal conviction or arrest record unless such record has been fully disclosed and the County's Chief Probation Officer, or Designee, has approved the access of said employee.

Contractor shall be under continuing obligation to disclose any prior or subsequent criminal arrest or conviction record information regarding any Contractor employee assigned to any resulting Contract or having access to information pertaining to the Contract.

County shall have the sole discretion to determine security acceptability of all Contractor personnel at any time while accessing County property during the contract period. Contractor employees shall wear Contractor identification badges while conducting business on County property.

A LiveScan will be needed for any individual not accompanied by a Probation Officer while providing Services at any County approved facility

**C.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.

**C.8 Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

**C.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.

**C.10 Confidentiality**

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. Contractor acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. Contractor agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Subcontractors utilized to fulfill Services pursuant to this Contract comply with said provisions. Contractor further agrees to comply

with the requirements of all other applicable federal and state laws that pertain to the protection of health information.

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 all persons with access to County and/or its security system, computer system, database and/or hardcopy records and files, shall maintain confidentiality around the delivery of Counseling Services, and have signed a confidentiality agreement, as approved by the County.

Digital and/or hardcopy records and files shall be stored by Contractor in such a way as to maintain the confidentiality of the information to the extent permitted by law. Such requirement shall remain in effect for the entire time that such records are in the possession of Contractor. Contractor shall be responsible to obtain and maintain such digital and/or hardcopy records and files and make them available to the County upon request.

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

Contractor must utilize encryption when transmitting client confidential/PII via email. Contractor must encrypt all workstations, mobile devices, and other systems that process or store County PII with Federal Information Processing Standards (FIPS) 140-2 Certified Algorithm at 128 bit or higher, whole/full disk.

**C.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.

**C.12 County Representative**

The Chief Probation Officer 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 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.

**C.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.

**C. 14 Debarment and Suspension**

Contractor certifies that neither it nor its principals or subcontractors is 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>). 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.

**C.15 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:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** 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.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

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.

**C.16 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.

**C.17 Employment Discrimination**

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment 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 Employment and Housing 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.

**C.18 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.

**C.19 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.

**C.20 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.

**C.21 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.

**C.22 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.

**C.23 Licenses, Permits and/or Certifications**

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of 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.

Contractor shall maintain a current, active, and valid professional license to render psychological and/or therapeutic counseling services within the State of California. Contractor shall have a minimum of two (2) years of experience providing direct counseling services to children and families.

Contractor shall ensure all service providers apply for, obtain and maintain the appropriate certification, licensure, registration or waiver prior to rendering services. Service providers must work within their scope of practice and may not render and/or claim services without a valid certification, licensure, registration or waiver. Contractor shall develop and implement a policy and procedure for all applicable staff to notify Contractor of a change in licensure/certification/waiver status, and Contractor is responsible for notifying County of such change.

**C.24 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.

**C.25 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”.

**C.26 Nondisclosure**

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.

**C.27 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.

**C.28 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.

**C.29 RESERVED**

**C.30 Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

**C.31 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.

**C.32 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.

**C.33 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 County.

**C.34 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 the San Bernardino County.

**C.35 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.

**C.36 Subcontracting**

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.

For any subcontractor, Contractor shall:

- 36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 36.3** 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.

**C. 37 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.

**C.38 Termination for Convenience**

The County and the Contractor each reserve 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.

**C.39 Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

**C.40 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, San Bernardino County, San Bernardino District.

**C.41 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.

**C.42 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.

**C.43 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 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 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 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.

**C.44 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 the 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.

**C.45 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.

**C.46 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 existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

**C.47 RESERVED**

**C.48 RESERVED**

**C.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). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at 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 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 Civil Code section 1798.155(b).

**C.50 Prison Rape Elimination Act**

Contractor shall comply with the national standards to prevent, detect, and respond to prison rape, including monitoring and reporting requirements, pursuant to the Prison Rape Elimination Act (PREA) of 2003, 28 C.F.R. Part 115, Subpart D--Standards for Juvenile Facilities. Contractor and its employees are required to complete PREA Training prior to providing services and receive continuous PREA Training bi-annually which will be provided by the County.

**C.51 Complaint and Grievance**

Contractor shall provide a system, approved by the County, through which recipients of Contractor’s Services shall have an 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 all Contractor Staff are knowledgeable on the Juvenile Justice Crime Prevention Act (JJCPA) Counseling Services Complaint and Grievance Procedure (Attachment C)

and ensure that any complaints by recipients are referred to the County in accordance with the procedure.

**D. TERM OF CONTRACT**

This Contract is effective as of July 1, 2022 and expires June 30, 2027 but may be terminated earlier in accordance with provisions of this Contract.

**E. COUNTY RESPONSIBILITIES**

- E.1** County shall determine the Client's need for Services.
- E.2** County shall determine Contractor's availability prior to referring a Client and/or family.
- E.3** County shall specify desired treatment objectives in congruence with the Client's/family's case plan.
- E.4** County shall fax/email the completed and signed referral form to Contractor.
- E.5** County shall mail Contractor a hard copy of the referral form within five (5) to seven (7) business days.
- E.6** County shall refer Client during Contractor's normal business hours of operation.
- E.7** County staff shall develop and maintain professional relationships and open communication with Contractor.
- E.8** County shall identify a Project Manager as the single point of contact for questions related to the provision of Services.
- E.9** County shall provide technical assistance in carrying out the terms of this Contract.

**F. FISCAL PROVISIONS**

- F.1** The maximum aggregate amount of payment under this Contract is the combined total for all Counseling Services provided by all Contractors for these Services, and together shall not exceed \$1,600,0000, 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.
- F.2** This Contract is a Fee-for-Service contract. Payment for Services shall be based on the rate identified on the Maximum Fee Schedule (Attachment B). Payment will be made only for Services authorized by Probation and satisfactorily delivered by Contractor as determined by Probation. Invoice packets shall be submitted in accordance with F.4 below, and shall be issued with a net sixty (60) day payment term with corresponding SAP Contract number stated on the invoice.
- F.3** Contractor shall not be compensated for (1) Client's missed or cancelled appointments, or (2) clients who are eligible for Medi-Cal or other private insurance if County determines Contractor did not take reasonable efforts to verify eligibility.
- F.4** Contractor shall provide an itemized invoice packet (invoice) to the County by the tenth (10<sup>th</sup>) calendar of each month for Clients served during the previous month. Invoices shall be submitted in a format that is acceptable to the County and include corresponding SAP Contract number, Client's name, case number, date(s) of service(s), description of services(s), and cost(s) of service(s). County referral forms and copies of Client sign-in sheets verifying attendance on date(s) of service(s) shall be attached to each invoice. Invoices shall identify service(s) rendered by licensed interns or associates. All documentation must be legible, complete, and organized.

Invoice packets are to be mailed to:

San Bernardino County Probation Department  
ATTN: JJCPA Coordinator  
Youth Justice Center  
900 E Gilbert Street Building # 31  
San Bernardino, CA 92415-0460

- F.5** 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.
- F.6** 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.
- F.7** 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.
- F.8** 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.
- F.9** 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.

**G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**G.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.

**G.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.

**G.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.

**G.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.

**G.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.

**G.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.

**G.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".

**G.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.

**G.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.

**G.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.

## **G.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:

**G.11.1** 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.

**G.11.2** 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:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

**G.11.3** 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 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.

**G.11.4** 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.

**G.11.5** 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.

**G.11.6** **RESERVED**

**G.11.7** Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

**G.11.8** Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

## **H. RIGHT TO MONITOR AND AUDIT**

**H.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.

**H.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.

**I. CORRECTION OF PERFORMANCE DEFICIENCIES**

**I.1** 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.

**I.2** 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.

**J. 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 deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County  
Human Services  
Attn: Contracts Unit  
150 S. Lena Road  
San Bernardino, CA 92415-0515

Family Service Agency of San Bernardino  
1669 North E Street  
San Bernardino, CA 92405

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

**K. ENTIRE AGREEMENT**

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.

**L. SIGNATURES**

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

FAMILY SERVICE AGENCY OF SAN  
BERNARDINO

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

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name Christopher Oplinger  
*(Print or type name of person signing contract)*

Title Interim Chief Executive Officer  
*(Print or Type)*

Dated: \_\_\_\_\_

Address 1669 North E Street

\_\_\_\_\_  
San Bernardino, CA 92405

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____ Jamie Ryan, Deputy County Counsel	► _____	► _____ Tracy Reece, Chief Probation Officer
Date _____	Date _____	Date _____

**ATTACHMENT A**  
**Geographic Regions Served**

<b>Region</b>	<b>Representative Cities</b>	<b>Region Served?</b>
Central Valley	Bloomington, Colton, Grand Terrace, Loma Linda, Rialto, San Bernardino	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
East Valley	Highland, Redlands, Yucaipa	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
West Valley	Chino, Chino Hills, Fontana, Montclair, Ontario, Rancho Cucamonga, Upland	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Eastern Desert	Joshua Tree, Yucca Valley, Twentynine Palms	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Northern Desert	Adelanto, Apple Valley, Barstow, Hesperia, Lucerne Valley, Victorville, Wrightwood, Yermo, Needles	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Mountain Communities East	Big Bear	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Mountain Communities West	Crestline, Lake Arrowhead, Running Springs	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

## ATTACHMENT B

### Maximum Fee Schedule

Please place a check mark (☑) next to the **type of Therapist(s)** and the **type of service(s)** that will be available under this contract. If there is more than one type of Therapist(s) providing services, please **check all that will apply**.

SERVICES	STANDARD MAXIMUM FEES							
	TYPES OF THERAPIST(S)							
	Licensed Ph.D. or Psy.D	✓	Psychological Assistant	✓	LCSW / LMFT / LPCC	✓	ACSW / MFTI / PCCI	✓
Individual Therapy	\$100 per hour	<input type="checkbox"/>	\$55 per hour	<input type="checkbox"/>	\$85 per hour	<input checked="" type="checkbox"/>	\$55 per hour	<input checked="" type="checkbox"/>
Group Therapy	\$55 per session per client. Max 6 clients per group.	<input type="checkbox"/>	\$35 per session per client. Max 6 clients per group.	<input type="checkbox"/>	\$55 per session per client. Max 6 clients per group.	<input checked="" type="checkbox"/>	\$35 per session per client. Max 6 clients per group.	<input checked="" type="checkbox"/>
Psychological Testing/Report	\$110 per hour. Max 4 hours.	<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Psychological Evaluation Report	\$110 per hour. Max 8 hours	<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Bonding/ Attachment Assessments	\$120 per hour. Max 3 hours.	<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Testifying-Court Services	\$100 per hour	<input type="checkbox"/>	N/A	<input type="checkbox"/>	\$85 per hour	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Non-Routine Report Writing	\$100 per hour	<input type="checkbox"/>	N/A	<input type="checkbox"/>	\$85 per hour	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Home Visits *	\$100 per hour	<input type="checkbox"/>	\$55 per hour	<input type="checkbox"/>	\$85 per hour	<input type="checkbox"/>	\$55 per hour	<input type="checkbox"/>
School Visits *	N/A	<input type="checkbox"/>	\$55 per hour	<input type="checkbox"/>	\$85 per hour	<input checked="" type="checkbox"/>	\$55 per hour	<input checked="" type="checkbox"/>
Family/Couples Therapy	\$120 per session per family or couple.	<input type="checkbox"/>	\$65 per session per family or couple.	<input type="checkbox"/>	\$100 per session per family or couple.	<input checked="" type="checkbox"/>	\$65 per session per family or couple.	<input checked="" type="checkbox"/>
Sex Offender Counseling/ Therapy	\$175 per session, individual.	<input type="checkbox"/>	N/A	<input type="checkbox"/>	\$55 per session per client. Max 6 clients per group.	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Grief Counseling	\$100 per hour	<input type="checkbox"/>	\$55 per hour	<input type="checkbox"/>	\$85 per hour	<input checked="" type="checkbox"/>	\$55 per hour	<input checked="" type="checkbox"/>
Gender Dysphoria Counseling/ Therapy	\$120 per session, Individual	<input type="checkbox"/>	N/A	<input type="checkbox"/>	\$60 per session per client. Max 6 clients per group.	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Domestic Violence Counseling/ Therapy	\$100 per hour	<input type="checkbox"/>	\$55 per hour	<input type="checkbox"/>	\$85 per hour	<input checked="" type="checkbox"/>	\$55 per hour	<input checked="" type="checkbox"/>

Note: Only those individuals who maintain appropriate license/credentials for the titles shown above may provide the required Services. In addition, these individuals may only provide the services listed that have an actual dollar amount indicated in the Standard Fee. Example: Only a Licensed Ph.D. may provide Psychological Testing and Evaluation/Reporting Writing Services. Psychological Assistants, LCSWs/LMFTs/LPCCs, and ACSWs/MFTIs/PCCIs may not perform these Services. Additionally, Standard Fees for Group Therapy, Family/Couples Therapy, Sex Offender Counseling/Therapy, and Gender Dysphoria Counseling/Therapy are paid per session, not per hour.

\* Requires Contractor to maintain \$1,000,000 automobile liability insurance, as stated in Section G, Indemnification and Insurance Requirements.

**ATTACHMENT C**

**Juvenile Justice Crime Prevention Act Counseling Services  
COMPLAINT AND GRIEVANCE PROCEDURES**

**(Instructions: The participant is to read, sign, and receive a copy of this form. The original of the form is to be filed in the participant’s case file maintained by contractor. The reverse side of this form may be used to file a complaint or grievance with the contractor/service provider.)**

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a grievance. This grievance procedure is in addition to, and does not replace, your right to file a grievance with a practitioner’s licensing board and/or, in the case of a crime, with law enforcement.

The following procedures are to be followed when filing a grievance:

1. Identify the complaint/grievance in writing and discuss it with the licensed individual providing services.

Time frame: Within 1 week of discrimination/violation/problem.

- If resolved at this level, no further action is required.
- If licensed individual against whom complaint/grievance is made maintains an individual practice, proceed to Step 3.
- If no resolution is apparent within 10 calendar days, proceed with Step 2.

2. Forward the written complaint/grievance to the contractor/service provider at the following address:

<b>Name of Contractor</b>	
<b>Contact Person</b>	
<b>Address</b>	
<b>City, State, Zip Code</b>	

Time frame: Within 1 week of Step 1.

- If resolved at this level, no further action is required.
- If no resolution is apparent within 15 business days, proceed with Step 3.

3. If no solution is apparent after Steps 1 or 2 have been exhausted, forward copy of written grievance to:

JJCPA Program Coordinator  
Probation Department  
900 E. Gilbert Street, Building 31  
San Bernardino, CA 92415-0460

You will be contacted within 10 calendar days of any actions being taken. Please note: Each of these steps must be completed in the sequence shown.

**Juvenile Justice Crime Prevention Act Counseling Services**

**COMPLAINT AND GRIEVANCE PROCEDURES**

**GRIEVANCE PROCEDURE CERTIFICATION**

This is to certify that I have read, understood, and received a copy of the San Bernardino County Probation Department Juvenile Justice Crime Prevention Act Counseling Services Complaint and Grievance Procedure.

Signature of Service Recipient\_\_\_\_\_ Date\_\_\_\_\_

