



**Contract Number**

21-946 A-1

**SAP Number**

## Children and Family Services

<b>Department Contract Representative Telephone Number</b>	<u>Amanda Figueroa</u> <u>(909) 386-8146</u>
<b>Contractor</b>	<u>ABC Foster Family Agency</u>
<b>Contractor Representative Telephone Number</b>	<u>Tilda Jakana</u> <u>(714) 545-2046</u>
<b>Contract Term</b>	<u>January 1, 2022 through December 31, 2025</u>
<b>Original Contract Amount</b>	<u>\$2,700,000 Aggregate</u>
<b>Amendment Amount</b>	<u>N/A</u>
<b>Total Contract Amount</b>	<u>\$2,700,000 Aggregate</u>
<b>Cost Center</b>	<u>5017111000</u>
<b>Grant Number (if applicable)</b>	<u></u>

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT NO. 1:**

It is hereby agreed to amend Contract No. 21-946, effective December 3, 2024, as follows:

**I. DEFINITIONS**

**Remove and replace Section I to read as follows:**

- A. Applicant: An individual or individuals who have submitted an application to San Bernardino County for Resource Family Approval (RFA).
- B. Binti System: A web-based tool for Children and Family Services (CFS) resource family applicants, developed to assist California counties with meeting Resource Family Approval (RFA) service delivery activities and performance indicators established by both the State of California and federal regulatory requirements.
- C. Case Management: Services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring of the beneficiary’s progress; placement services; and plan development. Targeted Case Management may be either face-to-face or by telephone with the child/youth or significant support persons and may be provided anywhere in the community.

- D. California Code of Regulations (CCR): Provides the official compilation and publication of the regulations adopted, amended, or repealed by state agencies pursuant to the Administrative Procedure Act. Properly adopted regulations that have been filed with the Secretary of State have the force of law.
- E. California Department of Social Services (CDSS): Provides oversight of California's Child Welfare and Foster Care system, Welfare-to-Work programs, Disabled and Adult programs, and licensed community care facilities. The mission of CDSS is to serve, aid, and protect needy and vulnerable children and adults in ways that strengthen and preserve families, encourage personal responsibility, and foster independence.
- F. Child and Adult Abuse Hot Line (CAAHL): The toll free San Bernardino County hotline for receiving reports of suspected child or adult abuse. To report abuse of a child or an adult, call (800) 827-8724.
- G. Child and Family Team (CFT): Public agency representatives and individuals with natural supportive relationships with the child or youth's family that are engaged, through team based processes, to identify the strengths and needs of the child or youth and his or her family, and to assist in achieving positive outcomes for safety, permanency, and wellbeing.
- H. Child and Family Team Meeting (CFTM): A group that forms to meet the needs of an eligible child through whatever means possible. In order to ensure family voice, choice, and ownership of the individualized service plan, every effort shall be made to ensure family members and family representatives constitute a minimum of fifty percent (50%) of the CFTM. This team includes the child, parents, caregivers, relatives, County Social Worker, Probation Officer, or Behavioral Health Clinician, and anyone else the family identified as a member.
- I. Children and Family Services (CFS): The San Bernardino County department that administers programs designed to address child abuse and neglect issues. CFS provides family centered programs and services that are designed to strengthen, preserve, and ensure children have access to safe and permanent family units. CFS provides support for families while working to reduce risk and harm to children, improving parenting skills, and developing strong social support networks for families.
- J. Comprehensive Assessment: An evaluation of an applicant using the home environment assessment, background check, and psychosocial assessments and any other factors set forth in the RFA Written Directives for purposes of determining the applicant's suitability as a Resource Family.
- K. Contract: The legal binding agreement between the County and the Contractor.
- L. Contractor Personnel: All Contractor employees, subcontractors, consultants, agents, volunteers, and interns (paid and unpaid). The terms "Personnel", "Contractor Personnel", "Contractor Employees", and "Contractor Staff" are used interchangeably throughout this Contract.
- M. Core Practice Model (CPM): A family centered approach that is intended to improve coordination and collaboration among child welfare, mental health, and other formal and informal supports, and children and families involved with the child welfare system.
- N. County: County as used throughout this document, including its possessive form, County's, refers to San Bernardino County.
- O. County Liaison: A designated staff member responsible for facilitating communication, collaboration and coordination between the Contractor and the County.
- P. Deficiency: Any failure to conform to any applicable statute, regulation, or RFA Written Directive.

- Q. Documented Alternative Plan (DAP): A written plan approved by CFS or the Foster Family Agency (FFA) describing an applicant's or Resource Family's use of an acceptable alternative to a specific non-safety RFA requirement.
- R. Family Evaluation: An in-depth written description and evaluation of the family system and dynamics that include strengths of a family and areas where more support or resources may be needed for more effective and quality parenting skills. It is one of the three required components of a Permanency Assessment. The Family Evaluation must be completed in accordance with current RFA Written Directives.
- S. Foster Family Agency (FFA): A licensed private nonprofit organization engaged in recruiting, certifying, training, monitoring, and providing professional support to FFA foster parents.
- T. Foster Parent College (FPC): Provides innovative online courses for foster, adoptive, and kinship parents.
- U. Health and Safety Code: The California Health and Safety Code is the regulatory code governing health and safety requirements, including but not limited to, licensing of healthcare providers and facilities and consumer and product safety.
- V. Home Environment Assessment: A component of the RFA process which requires an applicant to meet standards that include, but are not limited to, home and grounds, outdoor activity space, storage requirements, fire clearance, and capacity determination. The Home Environment Assessment must be completed in accordance with current RFA Written Directives.
- W. Human Services (HS): The San Bernardino County Human Services, 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.
- X. Permanency Assessment: A component of the RFA process which meets standards that include, but are not limited to, an applicant's completion of the following: preapproval training, family evaluation, home environment assessment, and any other activities that relate to a resource family's ability to achieve permanency with a child.
- Y. Personally Identifiable Information (PII): Information which can be used to distinguish or trace an individual's identity, such as their name, date of birth, driver license, social security number, address, photo identification, identifying number/document/ and/or Client Index Number (CIN), alone or when combined with other personal or identifying information which is linked or linkable to a specific individual. Information about PII may be obtained by visiting <http://hss.sbcounty.gov/Privacy/>.
- Z. Preapproval Training (minimum of 12 hours): A component of the Permanency Assessment, which includes a Resource Family orientation, an overview of the child protective and probation systems, child/adolescent development, and the effects of child abuse and neglect on development. Training will also include the role of the Resource Family, including working cooperatively with the service provider and agencies to develop and implement the case plan. Preapproval Training must be a minimum of twelve (12) hours and meet the requirements of the current RFA Written Directives, which require each resource family applicant to complete a minimum of twelve (12) hours of preapproval training to meet Resource Family Approval requirements before they can become resource parents.
- AA. Relative: Relative is an adult who is related to a child by blood, adoption, or affinity within the fifth degree of kinship, including stepparents, stepsiblings, and all relatives whose status is preceded by the words "great," "great-great," or "grand," or the spouse of any of these persons even if the marriage was terminated by death or dissolution, as defined in Welfare and Institutions Code Section 11400.

- BB. Resource Family: An individual or family that a County determines to have successfully met the application and assessment criteria necessary for providing care for a child or nonminor dependent who is under the jurisdiction of the juvenile court, or otherwise in the case of a county child welfare agency or probation department.
- CC. Resource Family Approval (RFA) or Approval: An applicant or Resource Family successfully meets the Home Environment Assessment and Permanency Assessment standards adopted pursuant to Welfare and Institutions Code Section 16519.5.
- DD. RFA Program: The single process for approving families for foster care, legal guardianship, and adoption. A new family friendly and child centered caregiver approval process that combines elements of the current foster parent licensing, relative approval, and approvals for adoption and guardianship processes and replaces those processes. RFA is streamlined and eliminates the duplication of existing processes; unifies approval standards for all caregivers, regardless of the child's case plan; includes a comprehensive psychosocial assessment, home environment check, and preapproval training for all families, including relatives; prepares families to better meet the needs of vulnerable children in the foster care system; and allows seamless transition to permanency.
- EE. RFA Written Directives: The written processes, standards, and requirements for the RFA program as regulated by the State of California. The current RFA Written Directives and can be found at: <https://www.cdss.ca.gov/inforesources/resource-family-approval-program#Written%20Directives>.
- FF. Welfare and Institutions Code (WIC): The set of laws in California that govern various social services and public welfare programs. The range of issues addressed in this code includes services relating to welfare, dependent children, mental health, and other areas affecting vulnerable populations.
- GG. Withdrawal, Surrender or Inactive: A voluntary relinquishment of Resource Family Approval by a Resource Family.
- HH. Written Report: A summary, analysis, and determination of an applicant's suitability to foster, adopt, or provide legal guardianship of a child or nonminor dependent based on all the information gathered through the Resource Family Approval application and Comprehensive Assessment processes.

## **II. CONTRACTOR RESOURCE FAMILY APPROVAL PERMANENCY ASSESSMENT SERVICES RESPONSIBILITIES**

### **Remove and replace Section II to read as follows:**

Contractor shall:

- A. Comply with current RFA Written Directives.
- B. Comply with applicable sections of the California Health and Safety Code and Title 22 California Code of Regulations, Division 6, and all laws governing Foster Care.
- C. Provide state and federal agencies access to records as required by state and federal laws.
- D. Provide a monthly summary report to County Liaison containing the current status of pending cases, denials, approval, and appeals.
- E. Provide all services requested in a valid RFA Contracted Provider Referral (CFS RFA 80) from CFS. A valid referral includes, but is not limited to:
  - 1. Referral Type,
  - 2. Required completion due date, and
  - 3. Signature by a CFS Budget and Administrative Services (BAS) Analyst, Administrative Manager, or Administrative Supervisor.

- F. Complete all services requested in the RFA Contracted Provider Referral (CFS RFA 80), which can include, but is not limited to new case information or onsite training requirements.
- G. Immediately notify CFS if there is a delay, on the part of either the applicant or the Contractor, in any part of the process that would prevent the Contractor from meeting the stated timeframe on the referral. If Contractor is unable to complete any or all of the services requested, Contractor must notify the assigned CFS Social Worker (SW) immediately and no later than three (3) business days from date of receipt.
- H. Work with CFS to obtain an authorization to release confidential information, signed by the Resource Family applicant to share relevant background information with the Contractor for the purposes of completing the Permanency Assessment.
- I. Conduct Preapproval Training, which includes a Resource Family orientation, an overview of the child protective and probation systems, child/adolescent development, and the effects of child abuse and neglect on development. Training will also include the role of the Resource Family, to work cooperatively with the service provider and agencies to develop and implement the case plan. Preapproval Training must be a minimum of twelve (12) hours and meet the requirements of the current RFA Written Directives.
- J. Provide Preapproval Training in accordance with the approved CFS program materials, curriculum, and forms, and complete the following actions:
  - 1. Submit the required attendance form upon completion of Preapproval Training for the Resource Family applicant and upload a copy to Binti System. The required attendance form must be used for in person trainings, in home trainings, and hybrid format trainings.
  - 2. Complete the CFS required Preapproval Training certificate, provide a copy to the Resource Family applicant upon training completion, and upload a copy to Binti System.
- K. Use only approved CFS RFA forms and training materials provided by CFS. Obtain written County approval, in advance, for any forms or materials to be used in the course of this Contract, including any presentation materials.
  - 1. All training materials and forms provided and deemed mandatory by CFS must be utilized without alteration, unless prior written approval is received from CFS.
  - 2. Training must be provided in person, in the Resource Family home, online, or in hybrid format as requested by the County.
  - 3. Contracted trainers must be present either in person or virtually as required by the County, and actively training during all billed hours. Time that clients spend conducting homework or other self-led study (via packets or online self-led trainings, etc.), and not receiving live training from the trainer, cannot be invoiced to the County and charges for such may be disallowed.
- L. Complete a Permanency Assessment, which could include a Family Evaluation, and/or a minimum of twelve (12) hours of Preapproval Training. Permanency Assessments must be completed in accordance with current RFA Written Directives.
- M. Conduct a Home Environment Assessment and document all results, findings, and concerns using the Resource Family Home Health and Safety Assessment Checklist (RFA 03) that includes the following: (Background check and case management services will be provided by CFS.)
  - 1. A health and safety assessment of the home and grounds, outdoor activity space, and storage areas of the applicant's home to determine compliance.
  - 2. A description of the physical features of the home, including available living space and the number of bedrooms and bathrooms, for use in making a capacity determination.
  - 3. Documentation of all identified deficiencies as well as resolved and corrected deficiencies on the Resource Family Home Health and Safety Assessment Checklist (RFA 03). Deficiency corrections must be initialed and dated on the RFA 03.

4. The contract agency social worker and the resource family must sign and date the Resource Family Home Health and Safety Assessment Checklist (RFA 03).
  5. Complete and approve a Documented Alternative Plan (DAP) (RFA 12) to meet any non-safety home environment standard, as applicable per the current RFA Written Directives.
  6. Work collaboratively with CFS and provide progress reports at thirty (30) and sixty (60) day intervals to identify barriers and potential delays. If barriers have not been resolved by the sixty (60) day interval, the FFA assigned will attend a Child and Family Team Meeting (CFTM), arranged by CFS to present concerns to the regional social worker and potential caregiver.
- N. Complete a Family Evaluation to assess the dynamic and strengths of the Resource Family and identify areas where more support or resources may be needed for more effective and quality parenting skills. Family Evaluations must be completed in accordance with current RFA Written Directives.
- O. Complete the Permanency Assessment, submit all required forms, document the results of the comprehensive assessment, and provide the results to CFS within the specified timeframes as stated on the CFS RFA 80.
1. Home Environment Assessment, Family Evaluation, and Preapproval Training – eighty (80) day timeline.
  2. Family Evaluation (with or without Preapproval Training) – sixty (60) day timeline.
  3. Preapproval Training, only – Thirty (30) day timeline.
  4. Written Report (CFS RFA 05-FFA)
    - a. Contractor must provide unique and comprehensive information for each case. Replicating content and/or verbiage from one case to another is prohibited.
    - b. Document must be completed in its entirety.
      - i. Ensure all questions/items in the hidden text instructions on the form are addressed and included in the document.
      - ii. All questions must be asked of the applicant and the applicant's response must be documented.
      - iii. All fields must be addressed; any fields that are not applicable to the applicant must include a response including the reasons why it is not applicable to the case and how the determination was made.
    - c. The Written Report and all required documentation must be submitted to CFS timely by requested due date for final approval. Contractor may be contacted for clarification on information contained in the Written Report.
  5. Required Forms – Ensure that the following required forms are signed and dated by the client, and uploaded to and maintained in Binti, including, but not limited to:
    - a. Resource Family Application (RFA 01 A),
    - b. Resource Family Criminal Record Statement (RFA 01 B) (required for all adults living in or regularly present in the home),
    - c. Out-of-State Child Abuse/Neglect Report Request (CFS 198 B LIC) (required if the applicant has lived outside of California in the last five (5) years),
    - d. Grievance Procedures Regarding Placement (CFS 2 W),
    - e. RFA Health Screening (CFS RFA 07 A) (each applicant),
    - f. Reference Questionnaire Resource Family Approval (CFS RFA 10.1) (two (2) references per applicant),
    - g. Child Abuse Reporting Requirements (RFA 11),

- h. Employment Verification (CFS RFA 110), recent paystubs covering one (1) month, or recent income tax returns,
- i. Resource Family Approval (RFA) Financial Information (CFS 309 M),
- j. Family Financial Info (CFS RFA 420),
- k. Proof of control of property, lease/rental agreement, mortgage statement, or house title,
- l. Emergency Plan for Foster Family Homes (LIC 610 B),
- m. Proof of identification,
- n. Video Cameras in the Home (RFA 13),
- o. Self-Assessment, and
- p. Other documents as determined by CFS.
- q. Provide written notification via encrypted email to the CFS SW and Supervising Social Services Practitioner (SSSP) if there is a concern regarding a pet in the home using the Pets in Out-of-Home Placement Checklist (CFS 320).
  - 1. All major and minor safety incidents related to animals must be reported to the CFS SW and Placement Resources Division (PDD) FFA Liaison within one (1) business day of the incident or identified concern.
  - 2. Include a pet analysis in the written report for each animal residing in or around the home. Complete the pet analysis within forty-eight (48) hours of the introduction of any new animal to the home and submit a new pet analysis to the CFS SW as an addendum to the written report within two (2) weeks of the addition of the new animal. The pet analysis must include, but may not be limited to, the following information for each animal:
    - a. Where the animal(s) primarily reside,
    - b. History of the animal's behavior, including around children, and
    - c. Plans to maintain the children or child's safety around the animal(s).
- P. Actively engage and support prospective Resource Families throughout the RFA process, including, but not limited to addressing and eliminating identified barriers.
  - 1. Work with CFS to engage and encourage the family to submit all necessary documentation through the Binti System portal during the Family Evaluation process.
  - 2. Immediately notify the assigned CFS RFA staff including CFS SW and SSSP designated on the referral, via encrypted email if a determination is made that the family cannot be approved or the family decides to withdraw from the approval process.
  - 3. Notify the assigned CFS RFA staff indicated on referral of no response or lack of cooperation by the applicant(s) within fourteen (14) days of referral assignment.
  - 4. Issue a written notification letter to the Resource Family applicant by day fifteen (15) of no contact, informing the applicant that a noncompliance notice will be issued if contact is not established.
  - 5. Provide a written noncompliance notification to the Resource Family applicant if all RFA application requirements have not been completed within thirty (30) days. The notification must be sent to the applicant via certified mail, uploaded to Binti, and sent via encrypted email to the CFS SW, SSSP, and the contract agency supervisor.
  - 6. Collaborate with CFS to complete a CFTM if the Resource Family has failed to comply after being issued a written noncompliance notification. CFS will coordinate the CFTM and require attendance by the agency SW.

- Q. Complete a minimum of two (2) face-to-face interviews with an applicant.
1. If there is more than one (1) applicant, one (1) individual interview of each applicant and one (1) joint interview of all applicants shall be completed.
  2. One (1) of the required interviews shall occur at the applicant's residence and shall include observation of the family environment and, if applicable, any parent/youth interaction.
  3. A minimum of one (1) separate face-to-face interview must be completed for all other adults, children, nonminor dependents, and adoptive, biological, and guardianship children residing in the home of an applicant to ascertain:
    - a. Parenting skills of the applicant.
    - b. Strengths and weaknesses of the applicant.
  4. Interviews with other adults residing in the home shall include a discussion of that individual's background check results.
  5. If the agency staff is unable to meet with the other adults face-to-face, then the interview may be conducted via live, web based audio/video communications.
  6. If an adult residing in the home is unable to participate in an interview due to a compelling circumstance, the County shall determine if the interview is necessary to assess the applicant's ability to be approved as a Resource Family.
  7. Additional interviews of an applicant or other individuals must be completed as deemed necessary by the County.
- R. Ensure staff have at minimum a bachelor's degree with at least two (2) years' experience in Child Welfare. CFS prefers master's level staff to perform contract services.
- S. Attend periodic, mandatory meetings as determined and requested by the County for training and discussion purposes; in person attendance may be mandated by CFS. These meetings may include, but are not limited to:
1. Semiannual meetings.
  2. Meetings to discuss problem resolution, service performance, and/or any other issues pertaining to the Contract, and
  3. Mandatory CFS RFA trainings for technical assistance. The staff persons providing services and completing documentation and reports must attend, not only the agency head.
- T. Provide training and components of the comprehensive assessment in Spanish for monolingual Spanish speaking Resource Family applicants.
- U. Use translation services for languages other than Spanish.
- V. Respect and keep confidential information about the child and his/her family's private situation in accordance with the Human Services Privacy and Security requirements found at <http://hss.sbcounty.gov/Privacy>.
- W. Securely maintain a Resource Family file for each applicant and Resource Family. Records shall be maintained for at least three (3) years following the date of an application denial, rescission of approval, or surrender of approval.
- X. Document all family contacts, concerns, and issues and upload required documents and written reports to the Binit System.
- Y. In the event of an agency switch, Contractor shall provide all information to CFS and the newly assigned agency to maintain consistency.
- Z. Develop and maintain professional relationships, prevent inappropriate, unprofessional, and/or unlawful behavior, and ensure open communication with CFS clients, Social Workers, and other County staff.



- AA. Report any and all suspected or actual abuse of a child or an adult to the Child and Adult Abuse Hot Line (CAAHL) at (800) 827-8724.

**IV. COUNTY RESPONSIBILITIES**

**Remove and replace Section IV to read as follows:**

County shall:

- A. Provide a designated liaison to work with the Contractor to facilitate meeting the terms of this Contract and assist in problem resolution.
- B. Work collaboratively with the Contractor to identify issues, barriers, and potential delays and to resolve these matters.
- C. Provide consultation, technical assistance, and training, as needed to support the Contractor in carrying out the terms of the Contract.
- D. Monitor and evaluate the performance of the Contractor in meeting the terms of this Contract and the quality and effectiveness of service provided, based on criteria determined by the County.
- E. Work with Contractor staff toward successful completion of the Resource Family's Permanency Assessment.
- F. Collaborate with the Contractor to develop and maintain positive relationships with the Resource Family.
- G. Provide CFS RFA approved forms and training materials or provide written approval for an equivalent that meets the same standards.
- H. Work with Contractor to obtain a confidentiality agreement from the Resource Family to share relevant background information with the RFA providers for the purposes of completing the Permanency Assessment.
- I. Provide final approval for each Resource Family.
- J. Compensate the Contractor on a fee-for-service basis in accordance with the provisions detailed in Section V.

**V. FISCAL PROVISIONS**

**Amend Section V. Paragraph B, D, and F to read as follows:**

- B. To receive payment, the Contractor shall submit invoices, using the template approved by the County, and include the dated approval to invoice email from CFS. Submit one (1) invoice per month for all completed approvals in the given month, no later than ten (10) calendar days following the month of approval. Invoices shall be issued with corresponding SAP Contract and/or Purchase Order number stated on the invoice and shall be processed with a net sixty (60) day payment term following approval by County.
- D. Contractor shall be compensated on a fee-for-service basis in accordance with the following rates for completed services:

BENCHMARK	AMOUNT
Completion of Family Evaluation (100%)*	\$2,500
Completion of (12 sessions) Preapproval Caregiver Training*	\$500
All of the above benchmarks must be completed within the stated timeline on the referral.	
* Areas can be prorated based on withdrawal of families and work complete.	

- F. During the term of this Contract, CFS will not pay the Contractor for the cost of completed services or for any expenses or costs incurred with respect to individuals or families referred by CFS that the Contractor recruits or enrolls in its organization.

**VIII. TERM**

**Amend Section VIII to read as follows:**

This Contract is effective as of January 1, 2022 and expires December 31, 2025, but may be terminated earlier in accordance with provisions of Section IX of the Contract. The Contract term may be extended for one (1) additional one (1) year period by mutual agreement of the parties.

## **X. GENERAL PROVISIONS**

**Amend Section X to add the following Paragraphs to read as follows:**

- U. Executive Order N-6-22 Russian Sanctions** – On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.
  
- V. Campaign Contribution Disclosure (SB 1439)** – Contractor has disclosed to the County using Attachment C – Campaign Contribution Disclosure (AB 1439), whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors within the earlier of: (1) the date of the submission of Contractor’s proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors for 12 months after the County’s consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of contractor.

## **ATTACHMENT C**

**Add Attachment C – Campaign Contribution Disclosure (SB 1439) in its entirety**

**All other terms and conditions of Contract No. 21-946 remain in full force and effect.**

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (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 Amendment upon request.

SAN BERNARDINO COUNTY

►  
 \_\_\_\_\_  
 Dawn Rowe, Chair, 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

ABC Foster Family Agency  
 \_\_\_\_\_  
 (Print or type name of corporation, company, contractor, etc.)

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

Name Tilda Jakana  
 \_\_\_\_\_  
 (Print or type name of person signing contract)

Title Executive Director  
 \_\_\_\_\_  
 (Print or Type)

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

Address 1520 Brookhollow Drive, Suite 35  
 \_\_\_\_\_  
 Santa Ana, CA 92706  
 \_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Daniella V. Hernandez, Deputy County Counsel	► Patty Steven, Contracts Manager	► Jeany Zepeda, Director
Date _____	Date _____	Date _____



## ATTACHMENT C

### Campaign Contribution Disclosure (SB 1439)

#### **DEFINITIONS**

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the County's decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: ABC FFA
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
 Yes  If yes, skip Question Nos. 3-4 and go to Question No. 5  
 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/A
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): N/A
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	N/A

6. Name of agent of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months)
N/A	N/A	N/A

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
N/A	N/A	N/A

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	N/A

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-8?

No  If **no**, please skip Question No. 10.

Yes  If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member:   N/A  

Name of Contributor:   N/A  

Date(s) of Contribution(s):   N/A  

Amount(s):   N/A  

Please add an additional sheet(s) to identify additional Board Members to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors while award of this Contract is being considered and for 12 months after a final decision by the County.