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Contract Number  
23-1095 A-1

SAP Number

## Children and Family Services

<b>Department Contract Representative</b>	Kris Bussard
<b>Telephone Number</b>	909-386-8395
<b>Contractor</b>	The Heart Matters Foster Family Agency
<b>Contractor Representative</b>	Carrie Matthews
<b>Telephone Number</b>	(909)906-1023
<b>Contract Term</b>	October 3, 2023 through June 30, 2028
<b>Original Contract Amount</b>	Not to Exceed \$500,000
<b>Amendment Amount</b>	\$1,833,333
<b>Total Contract Amount</b>	Not to Exceed \$2,333,333
<b>Cost Center</b>	
<b>Grant Number (if applicable)</b>	Complex Care Capacity Building State Allocation

IT IS HEREBY AGREED AS FOLLOWS:

### AMENDMENT NO. 1

It is hereby agreed to amend Contract No. 23-1095 as follows:

### SECTION B. Contractor Responsibilities

Add Paragraph 1, Sub-paragraph g to read as follows:

- g. Display Commercially Sexually Exploited Children (CSEC) behaviors such 'hyper-vigilance" or paranoia.

### SECTION C. General Contract Requirements

Paragraph 63 is amended to read as follows:

- 63. **Political Contributions** – Contractor has disclosed to the County using Attachment C, 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.

#### **SECTION D. Term of Contract**

##### **Paragraph 1 is amended to read as follows:**

This Contract is effective October 3, 2023 and is extended from the original expiration date of October 31, 2024 to expire June 30, 2028.

#### **SECTION F. Fiscal Provisions**

##### **Paragraph 1 is amended to read as follows:**

1. The maximum amount of payment under this Contract shall not exceed \$500,000 per year, for a total contract not to exceed \$2,333,333, which shall be subject to availability of other funds to the County. Payment under this Contract applies to the portion of payment not paid through Foster Care.
  - a. Fee paid for the guarantee bed shall be \$15,281 per fully licensed and available bed per month. The rate will not be paid if the bed is unavailable.
  - b. Payment for occupied beds shall be in accordance with Community Care Licensing Rates established for each specific placement type and Aid to Families with Dependent Children-Foster Care eligibility guidelines.

#### **SECTION G. Indemnification and Insurance Requirements**

##### **Paragraph 10.b. is amended to read as follows**

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

Notwithstanding the above, the County will allow for sublimit of coverage with respect to losses, damages and/or liability arising from a foster child's use, intentional or otherwise, of a body of water that is on or abutting property owned, leased, controlled, or occupied by the child's foster parent(s). Such a sublimit will provide at least \$250,000 aggregate limit.





## 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: The Heart Matters Foster Family Agency

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(s) 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 within the prior 12 months, 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.