

CONTRACT
Between
San Bernardino County
Children and Family Services
and
_____ **(Service Provider)**
for
Out-of-State Adoption Services
Month DD, YYYY

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to designate a contractor of choice to provide Out-of-State Adoption Services to eligible youth, as further described in a statement of work (the "Services"); and

WHEREAS, based upon and in reliance on the representations of _____ (hereinafter "Service Provider"), the County finds the Service Provider qualified to provide these services; and

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

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

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ATTACHMENTS

A.	ASSURANCE OF COMPLIANCE STATEMENT
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A. DEFINITIONS

1. Adoption: A process whereby a person assumes the parenting of another, usually a child. This can occur through both public and private agencies.
2. Authorized Absence: When a child is authorized by the County and Service Provider to be absent from the Service Provider's supervision for a period of at least twenty-four (24) hours.
3. Case Plan: A written document in the services case record that, at a minimum, specifies how the child's unique needs and challenges identified in the assessment are to be addressed.
4. Child(ren): As used throughout this document, child(ren) refers to any minor described in Welfare and Institutions Code (WIC) section 300 and any nonminor dependent (NMD) as described in WIC section 303, who are or were adjudged as a dependent child of the court and subject to the jurisdiction of the juvenile court. This includes children who were formerly adjudged a dependent child of the court.
5. Children and Family Services (CFS): The Human Services (HS) department that administers programs designed to address child abuse and neglect in San Bernadino County. CFS oversees and administers various programs including Child Protective Services and related programs, Adoptions, Foster Home Services, and Independent Living.
6. Child and Family Team (CFT) Meeting: A group that forms to meet the needs of an eligible child/youth through whatever means possible. This team includes the child/youth, parents, caregivers, relatives, County Social Worker, Probation Officer, or Behavioral Health Clinician, and anyone else the youth/family identifies as a member.
7. Client: An individual, referred by the County, who participates in Out-of-State Adoption Services or Foster Care Family Services, provided under this Contract.
8. Contract: The legal agreement between the County and the Service Provider.
9. County: County, as used throughout this document, including its possessive form, County's, refers to San Bernardino County.
10. Foster Care: The temporary placement of a child in a home outside of his or her family, which is required for the safety and wellbeing of the child. Children are placed in foster care until their parents or caregivers are able to provide a safe environment for them or until a permanent placement such as adoption or guardianship becomes available.
11. Foster Family Agency (FFA): Any organization engaged in the recruiting, certifying and training of, and providing professional support to, foster parents, or in finding homes for placement of children for temporary or permanent care who require that level of care as an alternative to congregate care.
12. Human Services: San Bernardino County Human Services (HS), a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
13. Integrated Core Practice Model (ICPM): A set of concepts, values, principles and standards of practice that outline an integrated approach to working with children/youth and families involved with child welfare who have or may have mental health needs. ICPM is further defined in the California Department of Health Care Services (DHCS) manual, Pathways to Mental Health Services ICPM Guide (https://www.dhcs.ca.gov/Integrated_Core_Practice_Model.pdf).
14. Needs and Services Plan: The comprehensive assessment and strategy that identifies the child's needs in the following areas: reason for placement, education, training, personal care and grooming, ability to manage his/her own money including the maximum amount of money the child shall be permitted to have in his/her possession at any one time, visitation, including the frequency of and any other limitations on visits to the family residence and other visits inside and outside the certified family home or licensed foster family home, other specific services, including necessary services to the child's parent(s) or guardian(s), types of services necessary, including

treatment plan for placement with a treatment agency, planned length of placement including the removal and/or discharge plan.

15. Resource Family: An individual or family that the 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.
16. Services: The required services described in this Contract.
17. Service Provider: The applicant or proposer selected to enter into a Contract with the County to provide services. The term Contractor, Vendor and Service Provider are used interchangeably.
18. 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.
19. Unauthorized Absences: When a child is voluntarily absent from the supervision of the Service Provider for a period of at least twenty-four (24) hours, the child is to be considered a runaway.

B. SERVICE PROVIDER RESPONSIBILITIES

Service Provider shall:

1. Accept foster and/or adoptive youth and nonminor dependents referred by CFS twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays. Youth referred shall include, but not be limited to, children who are between the ages of zero (0) and seventeen (17) and nonminor dependents between the ages of eighteen (18) and twenty-one (21) who are being placed by CFS in out-of-state placements.
2. Ensure children are placed with resource families who have been certified to care for the child's needs in accordance with applicable laws and regulations and educational stability requirement.
3. Read, understand, and operate in full compliance with the following:
 - a. Laws and mandates to maintain and keep current all licenses, permits, notices, and certificates;
 - b. Title 22, Division 6 regulations and all laws governing foster care;
 - c. Federal, State, and local laws, regulations, and ordinances;
 - d. Current Child Welfare Continuum of Care Reform mandates; and
 - e. Federal laws and regulations applicable to Foster Family Agencies providing child welfare and adoption services, including but not limited to:
 - 1) Child Abuse and Treatment Act (CAPTA) of 1988
 - 2) Adoption and Safe Families Act (AFSA) of 1997
 - 3) Family First Prevention Services Act (FFPSA)
4. Collaborate with the County on referral and preplacement information.
5. Collaborate with youth's CFS representative(s) on any placement changes.
6. Work with CFS to develop and submit to the CFS Social Worker a Needs and Services Plan that establishes an understanding of the responsibilities, objectives, and requirements of the agency in regard to the care of the child within thirty (30) days of placement of the child. The Needs and Services Plan shall be updated at least every six (6) months. Pertinent aspects of the service plan shall be shared with the foster parents.
7. Ensure Service Provider Social Worker visits each child at least one (1) time per calendar month with the visit occurring face to face in private within the child's foster or adoptive home and provide documentation of these visits to CFS on a flow basis every month as visits are completed. The face-to-face contact with the child shall be documented and shall include, at a minimum, the following information:

- a. Child's name;
- b. Name and address of home or facility;
- c. Date, time, and location of visit;
- d. Name, title, and affiliation of worker conducting visit;
- e. Detailed description of contact with child;
- f. Detailed observations;
- g. The child's physical, mental, emotional, and educational status;
- h. The child's adjustment to placement;
- i. Concerns noted;
- j. Assessment of whether child remains safe based upon an evaluation of the appropriateness of his or her placement;
- k. Explanation for safety indicator; and
- l. Anticipated date of next contact.

The original document shall be maintained in the case record of the Service Provider and the County shall receive a copy of the document no later than ten (10) calendar days after the Service Provider visits the child. A summary of these contacts shall be included in the periodic reports prepared by the Service Provider and provided to the County.

8. Maintain contact with the child monthly. Service Provider shall notify the County immediately if it appears that the face-to-face visit cannot or will not occur within thirty (30) days of the last visit. The Service Provider will explain, in detail, the reasons for noncompliance and the efforts made by the Service Provider to see the child. The County will then assist the Service Provider in developing a plan for compliance.
9. Work together with CFS to encourage the maintenance of the familial/child relationship and include the child's family members, as indicated in the Needs and Services Plan, in treatment planning and/or Child and Family Teams whenever possible and cooperate with the reunification process, if applicable.
10. Support and partner with CFS in providing services and resources for children and families consistent with the Vision, Mission, and Principles of the Integrated Core Practice Model.
11. Assist the child in his or her use of available foster care and/or adoption service resources.
12. Use constructive alternative methods of discipline. Do not use corporal punishment; deprivation of meals, monetary allowances, visits from parents or home visits; threat of removal; or any degrading or humiliating punishment.
13. Respect and keep confidential information about the child and his or her family's private situation in accordance with the Human Services Privacy and Security requirements at <https://hss.sbcounty.gov/Privacy>.
14. Provide the foster parent or caregiver with educational stability requirement, school of origin, travel plan, and knowledge of the background and needs of the child necessary for effective care. This information may include social work assessment, medical reports, education assessment, and identification of special needs when necessary, and shall be made available to foster parents or caregivers within fourteen (14) days from date of placement.
15. Be responsible for providing all documentation to the school district in which the child will be enrolled. Inform foster parents or caregivers they may give the same consents on behalf of a child as the parent, except for those prohibitions provided in Social Services Manual of Regulations.
16. Involve foster parents or caregivers in future planning for a child in their care. Placements shall be reviewed within six (6) months.

17. Provide resource families with Medi-Cal card or other medical coverage at time of placement. Arrange for medical examination within thirty (30) days unless child has had such within past six (6) months and information is available.
18. Be responsible for ensuring the child's attendance at any scheduled appointment(s) for professional services, including but not limited to medical, dental, psychiatric, psychological, bonding evaluations, and other therapeutic services.
19. In cooperation with foster parents or caregivers, arrange for visiting by parents or relatives on specified dates, as noted in the case plan, if applicable.
20. Provide assistance with emergencies.
21. Provide foster parents or caregivers with a procedure for submitting a complaint and/or grievance.
22. Provide a clothing allowance as permitted to meet initial clothing needs.
23. Follow all requirements associated with the County's clothing allowance policy and procedures.
24. Notify CFS if a child receives income from any source such as income for work, Supplemental Security Income, child support, etc. Notify CFS of any property a child obtains, including bank accounts. (It will be the County's responsibility to verify the income/property.)
25. Provide written progress reports to CFS designated staff at least every three (3) months (quarterly) or more frequently by mutual agreement.
26. Provide state and federal agencies access to records as provided by state and federal laws.
27. Immediately report by telephone to CFS Liaison any change in licensed capacity (i.e. expired or revoked) within twenty-four (24) hours of such change. The Service Provider and the County share the responsibility for the safety and well-being of the child for whom services are being provided. If at any time during the child's placement with the Service Provider, it is felt that the child's health, safety, or welfare is in jeopardy, it is the responsibility of the Service Provider to notify the County of their concern of the particular issues.
28. Notify CFS within twenty-four (24) hours by phone, followed in writing, of significant changes in the child's health, behavior, or location, as well as significant issues, including suspected physical or psychological abuse, death, injury, unusual incidents, absence of a child, placement issues and school nonattendance, and for all other types of issues or occurrences specified in Section 80061 Title 2, Division 6.
29. Not remove a child with fewer than fourteen (14) calendar days written notice unless the child is physically or psychologically endangered; court orders removal; parents or guardians order removal (voluntary placement); a signed waiver obtained from foster parents or caregiver, or removal is from an interim placement directly into an adoptive home. Notify CFS of any intended move of a child between certified/approved homes prior to move. The Service Provider has the authority to move a child in the case of imminent risk to the child or family.
30. Notify all appropriate parties, including the County and police, when there is an unauthorized absence. Such notice shall immediately be given orally to the police and County when there is an unauthorized absence, to be followed by written notice to the County within seventy-two (72) hours of when the child becomes a runaway. It is also the responsibility of the Service Provider to give appropriate oral and written notice, as defined above, when the child is found or returned to the Service Provider's physical custody.
31. When there is an unauthorized absence, continue to provide services or hold a space for the child for three (3) days from the time the unauthorized absence, unless either party notifies the other that the child is to be considered discharged. When oral notification is given during the three (3) day period, that the child is to be considered discharged, the Service Provider is no longer responsible for the child and need not accept the child back into placement. At the end of the third day of the unauthorized absence, the child is to be considered discharged unless the County makes arrangements to continue the child in care. The County shall be responsible for adoptions benefit or foster care payment to the Service Provider consistent with this paragraph until the time of discharge.

32. Give a written notice of discharge to the County within thirty (30) calendar days of the discharge. This notice must include: (1) reason for discharge, including a detailed description of events that precipitated it and the Service Provider's actions taken in response to events; and (2) a discharge summary containing sufficient detail to facilitate future planning for the child, including recommendations for care and treatment.

C. GENERAL CONTRACT REQUIREMENTS

1. **Recitals** – The recitals set forth above are true and correct and incorporated herein by this reference.
2. **Contract Amendments** – Service Provider 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 Service Provider and County.
3. **Contract Assignability** – Without the prior written consent of the County, the Contract is not assignable by the Service Provider either in whole or in part.
4. **Contract Exclusivity** – This is not an exclusive Contract. The County reserves the right to enter into a contract with other service providers for the same or similar services. The County does not guarantee or represent that the Service Provider 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.
5. **Attorney's Fees and Costs** – If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.
6. **Background Checks for Service Provider Personnel** – Service Provider 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, Service Provider shall conduct a background check, at Service Provider's sole expense, on all its personnel providing Services. If requested by the County, Service Provider shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Service Provider in its initial hiring of employees or contracting for service providers or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Service Provider 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 Service Provider personnel to any County facility.

Service Provider shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Service Provider to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

In addition to the documentation of DOJ clearance, Service Provider shall obtain clearance from the Federal Bureau of Investigation (FBI) and Child Abuse Central Index (CACI), and records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a

minor, the aged, the blind, the disabled or a domestic violence client, prior to providing any services. The County must be immediately notified of any records showing a conviction. The County may instruct Service Provider to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

Service Provider shall notify the County of any board member, staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Service Provider shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Service Provider to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Service Provider shall immediately notify the County concerning the arrest and/or conviction, other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Service Provider.

7. **Change of Address** – Service Provider shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.
8. **Choice of Law** – This Contract shall be governed by and construed according to the laws of the State of California.
9. **Compliance with County Policy** – In performing the Services and while at any County facilities, Service Provider 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 Service Provider or Service Provider personnel or may be made available to Service Provider or Service Provider 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. Service Provider shall be responsible for the promulgation and distribution of County Policies to Service Provider personnel to the extent necessary and appropriate.

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

10. **Confidentiality** – Service Provider 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. Service Provider shall not use or disclose any identifying information for any other purpose other than carrying out the Service Provider'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.

Service Provider shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements specified at <http://hss.sbcounty.gov/Privacy> prior to providing any Services. Service Provider shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference.

- a. Read, understand and comply with the Privacy and Security Requirements Summary.

- b. Ensure employees, subcontractors, agents, volunteers and interns who have access to Personally Identifiable Information (PII) complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
 - c. Ensure employees, subcontractors, agents, volunteers and interns who have access to PII sign the Confidentiality Statement annually.
 - d. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via email at: HSPrivacySecurityOfficer@hss.sbcounty.gov
11. **Primary Point of Contact** – Service Provider will designate an individual to serve as the primary point of contact for the Contract. Service Provider or designee must respond to County inquiries within two (2) business days. Service Provider shall not change the primary contact without written acknowledgement to the County. Service Provider will also designate a back-up point of contact in the event the primary contact is not available.
12. **County Representative** – The Assistant Executive Officer or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Service Provider. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.
13. **Damage to County Property** – Service Provider 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 Service Provider or its employees or agents. Such repairs shall be made immediately after Service Provider becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.
- If the Service Provider fails to make timely repairs, the County may make any necessary repairs. The Service Provider, 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 Service Provider from the County, as determined at the County's sole discretion.
14. **Debarment and Suspension** – Service Provider agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to Title 48 Code of Federal Regulations (CFR), Chapter 1, Subchapter B, Part 9, Subpart 9.4 (48 C.F.R. Section 9.400 et seq.).
- Service Provider certifies that it and its principals and subcontractors:
- a. Are not presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>).
 - b. Have not within a three (3) year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section C, Paragraph 14, subparagraph b; and
 - d. Have not within a three (3) year period preceding this Contract had one (1) or more public transactions (Federal, State or local) terminated for cause or default.

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

15. **System for Award Management** – Service Provider shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list (<https://www.sam.gov>). If at any time during the term of the Contract, the County determines Service Provider is identified as either suspended or debarred on the SAM, Service Provider shall be considered in material breach of the Contract, and the County may proceed under the Correction of Performance Deficiencies section of the Contract, including immediate termination of the Contract. If Service Provider becomes aware, at any point during the term of the Contract, that it is identified as suspended or debarred on the SAM excluded list, Service Provider must immediately inform County. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.
16. **Drug and Alcohol Free Workplace** – In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Service Provider agrees that the Service Provider and the Service Provider's employees, while performing service for the County, on County property, or while using County equipment:
- Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
 - Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
 - Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Service Provider or Service Provider's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Service Provider 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 Service Provider has with the County, if the Service Provider or Service Provider's employees are determined by the County not to be in compliance with above.

17. **Duration of Terms** – This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.
18. **Reserved.**
19. **Reserved.**
20. **Improper Influence** – Service Provider 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 Service Provider or officer or employee of the Service Provider.
21. **Improper Consideration** – Service Provider 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.

Service Provider shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Service Provider.

The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

22. **Informal Dispute Resolution** – In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
23. **Legality and Severability** – The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.
24. **Licenses, Permits and/or Certifications** – Service Provider shall ensure that it has all necessary licenses, permits and/or certifications required by federal, state, County, and municipal laws, ordinances, rules and regulations. The Service Provider shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Service Provider will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.
25. **Material Misstatement/Misrepresentation** – If during the course of the administration of this Contract, the County determines that Service Provider has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
26. **Mutual Covenants** – The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".
27. **Nondisclosure** – Service Provider 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. Service Provider shall not use or disclose any identifying information for any other purpose other than carrying out the Service Provider'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.

Service Provider 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 Service Provider or an agent of Service Provider or otherwise made available to Service Provider or Service Provider's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Service Provider or an agent of Service Provider in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

28. **Notice of Delays** – Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
29. **Ownership of Documents** – All documents, data, products, graphics, computer programs and reports prepared by Service Provider 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, Service Provider may retain copies of such items.

30. **Reserved.**

31. **Air, Water Pollution Control, Safety and Health** – Service Provider shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, including fire clearances, which apply to the work performed pursuant to this Contract.

32. **Records** – Service Provider 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 Service Provider's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for further information.

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

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding payments for billings submitted and for termination of the Contract.

33. **Relationship of the Parties** – Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

34. **Release of Information** – No news releases, advertisements, public announcements or photographs arising out of the Contract or Service Provider's relationship with County may be made or used without prior written approval of the CFS Director or their designee and shall include County approved branding.

35. **Representation of the County** – In the performance of this Contract, Service Provider, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County.

36. **Strict Performance** – Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

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

Service Provider 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, Service Provider 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.

Service Provider 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 Service Provider Personnel, including removal pursuant to Paragraph 6 of this Section C.

For any subcontractor, Service Provider shall:

- a. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- b. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- c. Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Service Provider 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. Service Provider agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

38. **Subpoena** – In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Service Provider 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. Service Provider 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 Service Provider for County.
39. **Termination for Convenience** – The County reserves the right to terminate the Contract for its convenience, with or without cause, 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 Service Provider for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Service Provider shall promptly discontinue services unless the notice directs otherwise. Service Provider shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.
40. **Time of the Essence** – Time is of the essence in performance of this Contract and of each of its provisions.
41. **Venue** – The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.
42. **Conflict of Interest** – Service Provider shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Service Provider shall make a reasonable effort to prevent employees, Service Provider, 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 Service Provider'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.

43. **Former County Administrative Officials** – Service Provider agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Service Provider. 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 Service Provider. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
44. **Disclosure of Criminal and Civil Procedures** – The County reserves the right to request the information described herein from the Service Provider. 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 Service Provider also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

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

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

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

45. **Reserved.**
46. **Reserved.**
47. **Iran Contracting Act** – IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Service Provider certifies that at the time the Contract is signed, the Service Provider 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.

Service Providers are cautioned that making a false certification may subject the Service Provider to civil penalties, termination of an existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

48. **Reserved.**
49. **California Consumer Privacy Act** – To the extent applicable, if Service Provider is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Service Provider must comply with the provisions of the California Consumer Privacy Act (CCPA). (California Civil Code sections 1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at California Civil Code section 1798.140. Service Provider 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. Service Provider 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. Service Provider must immediately provide to the County any notice provided by a consumer to Service Provider pursuant to California Civil Code section 1798.150(b) alleging a violation of the CCPA that involves personal information received or maintained pursuant to this Contract. Service Provider must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to California Civil Code section 1798.155(b).
50. **Vacancies** – Service Provider shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Service Provider shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
51. **Reserved.**
52. **Service Provider Board of Directors’ Meetings** – Service Provider shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact the Contract. Board of Directors’ minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.
53. **Child Abuse Reporting** – Service Provider shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
 - a. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
 - b. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
 - c. Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.
54. **Elder and Dependent Adult Abuse Reporting** – Service Provider agrees to and shall comply with the County’s Elder and Dependent Adult Abuse Reporting requirements:
 - a. **Who Must Report:** In accordance with Welfare and Institutions Code (W & I) Section 15630, all employees of the Service Provider and its subcontractors are mandated

reporters of elder and dependent adult abuse. Service Provider assures all employees, agents, consultants or volunteers who perform services under this Contract and are mandated to report elder and dependent adult abuse will sign a statement (SOC 341A) at <http://www.cdss.ca.gov/cdssweb/entres/forms/English/SOC341A.pdf>, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.

- b. When to Report: Mandated reporters are required to report all instances of known or suspected abuse of the elderly and dependent adults immediately or as soon as practically possible, under the following circumstances:
 - 1) When the mandated reporter has observed or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse, or sexual abuse; or
 - 2) When the mandated reporter is told by an elder or dependent adult that he or she has experienced behavior constituting physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse, or sexual abuse.
 - c. To Whom to Report: Incidents of elder and dependent adult abuse must be reported to the correct agency as follows:
 - 1) If the abuse has occurred in a long-term care facility, except a state mental hospital or state developmental center, the report shall be made to the local Long-Term Care Ombudsman or local law enforcement;
 - 2) If the abuse has occurred in a state mental hospital or state developmental center, the report shall be made to the designated investigators of the State Department of Mental Health or the State Department of Developmental Services or to the local law enforcement;
 - 3) If the abuse occurred anywhere other than a long-term care facility or state mental hospital or state developmental center, the report shall be made to Adult Protective Services or local law enforcement.
 - d. How to Report: Mandated reporters are required to take the following steps in all instances of known or suspected abuse of the elderly and dependent adults:
 - 1) Place an immediate telephone call to Adult Protective services (1-877-565-2020) or local law enforcement to report the incident.
 - 2) Within two (2) working days of making the telephonic report to the responsible agency, complete a written "Report of Suspected Dependent Adult/Elder Abuse" (SOC 341) form, <http://www.cdss.ca.gov/Portals/9/FMUForms/Q-T/SOC341.pdf?ver=2018-11-15-132736-097>. The completed form must be submitted to the same agency to which the incident was reported by telephone.
55. **Reserved.**
56. **Pro-Children Act of 1994** – Service Provider will comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).
57. **Americans with Disabilities Act** – Service Provider shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).
58. **Public Accessibility** – Service Provider shall ensure that Services provided are accessible by public transportation.
59. **Reserved.**
60. **Reserved.**
61. **Ownership Tools** – The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with federal financial participation. The Federal Government (Department of Health and Human Services)

reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.

62. **Force Majeure** – Neither party shall be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.
63. **Order of Precedence** – In the event of any inconsistency between the terms of this Contract and any forms, attachments, statements of work (SOW), or specifications which may be incorporated into this Contract, the following order of precedence shall apply:
- a. This Contract;
 - b. Attachments to this Contract, as indicated herein; and
 - c. Price lists, SOWs, and other documents attached hereto or incorporated herein.
64. **Reserved.**
65. **Supersedes Prior Agreements** – This Contract supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between the County and Service Provider hereto with respect to the subject matter hereof. All such prior contracts, agreements and understandings are hereby terminated and deemed of no further force or effect.
66. **Executive Order N-6-22 Russian Sanctions** – On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Service Provider 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. Service Provider shall be provided advance written notice of such termination, allowing Service Provider at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.
67. **Reserved.**

D. TERM OF CONTRACT

This Contract is effective upon execution and expires January 31, 2030 but may be terminated earlier in accordance with provisions of this Contract.

E. COUNTY RESPONSIBILITIES

CFS shall:

1. Prior to the acceptance of a child, provide the Service Provider with a family summary, a social summary, and a mental history. Related school information, a signed psychological evaluation and a signed psychiatric evaluation shall be forwarded, if available.
2. When the Service Provider indicates a willingness to consider the child for placement, cooperate with the Service Provider in arranging a preplacement visit and/or conference. The participants may include but not be limited to the child, parent or guardian and County caseworker or probation officer. All parties mutually shall develop a written plan to determine responsibilities and define services to be provided by the Service Provider and/or the County.
3. Work with the Service Provider in the development and progress of a Needs and Service Plan. CFS will notify and invite the Service Provider to participate in CFT meetings to discuss each child's Needs and Services Plan.
4. Provide the Service Provider with known background and needs of the children placed. This information shall include, but is not limited to, the social work assessment, medical reports, educational assessments, psychiatric/psychological evaluations and identification of special needs. All of this information shall be made available to the Service Provider within fourteen (14) days from the date of placement.
5. Inform the Service Provider, before placement, of a child's behaviors and proclivities that might be harmful to others (including pets) in the home, school, or neighborhood.
6. Work with Service Provider staff toward successful completion of the child's Needs and Services Plan, a positive placement outcome, and timely permanency for the child.
7. Work together with the Service Provider to develop and maintain positive relationships with the child's parents (or guardians) and other family members, and cooperate with the reunification process (e.g., provides written information regarding a child's medical and transportation needs), if applicable.
8. Maintain contact with the child monthly or as specified in the child's approved case plan.
9. Continue to authorize payment for the child's care as long as the child remains in placement, or in the absence of the child, CFS asks the Service Provider to retain open placement.
10. Provide a medical card, or other medical coverage, and a medical consent form signed by the child's parent or legal guardian, or court, at the time of placement.
11. Inform the Service Provider of its clothing allowance policy and provide the funding consistent with those policies or any revise policies.
12. Pay for medical costs incurred prior to the establishment of Medi-Cal, Medicaid, or other state-funded medical coverage available.
13. Verify and remit/reconcile any underpayments within forty-five (45) days of Service Provider notifications of such underpayments.
14. Notify the Service Provider within twelve (12) months of suspected overpayments, in accordance with applicable laws and regulations.
15. Provide a contact telephone number for emergencies and after business hours.
16. Provide, at the time of placement, a basic wardrobe, sufficient to meet the child's needs.
17. In case of foster family placement, the County shall have the right of approval of specific families used for the child by the Service Provider.
18. In the event that a placement disruption occurs, it is the financial responsibility of the County to provide transportation for the child's return to the County.
19. When there is an authorized absence, continue to pay the Service Provider the established rate for service, for three (3) days.
20. Have the right to remove the child from the Service Provider's programs at the County's discretion and shall provide written notice to the Service Provider explaining reasons for removal.

F. FISCAL PROVISIONS

This is a nonfinancial agreement for adoption services and/or foster care family services provided by an out-of-state Service Provider. No additional payment from the County is required beyond the foster care payment.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. **Indemnification** – The Service Provider 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 Service Provider indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.
2. **Additional Insured** – All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. **Waiver of Subrogation Rights** – The Service Provider shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Service Providers and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Service Provider and Service Provider's employees or agents from waiving the right of subrogation prior to a loss or claim. The Service Provider hereby waives all rights of subrogation against the County.
4. **Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. **Severability of Interests** – The Service Provider 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 Service Provider and the County or between the County and any other insured or additional insured under the policy.
6. **Proof of Coverage** – The Service Provider 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 Service Provider shall maintain such insurance from the time Service Provider commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Service Provider shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. **Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. **Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Service Provider or County payments to the Service Provider will be reduced to pay for County purchased insurance.

10. **Insurance Review** – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Service Provider agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. **Insurance Specifications** – The Service Provider agrees to provide insurance set forth in accordance with the requirements herein. If the Service Provider uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Service Provider 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 Service Provider shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

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

If Service Provider 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 Service Providers that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

b. Commercial/General Liability Insurance – The Service Provider shall carry General Liability Insurance covering all operations performed by or on behalf of the Service Provider providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).

- 4) Explosion, collapse and underground hazards.
 - 5) Personal injury.
 - 6) Contractual liability.
 - 7) \$2,000,000 general aggregate limit.
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.
- If the Service Provider is transporting one (1) or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.
- If the Service Provider owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits
- or**
- Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits
- or**
- Directors and Officers Insurance – Coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.
- If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.
- f. **Reserved**
- g. **Reserved**
- h. **Abuse/Molestation Insurance** – Service Provider 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

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 Service Provider in the delivery of services provided under this Contract. Service Provider shall give full cooperation, in any auditing or monitoring conducted. Service Provider shall cooperate with the County in the implementation,

monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

2. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, state and federal audits are completed, whichever is later. Records of the Service Provider which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Service Provider may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
3. Service Provider shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
4. Service Provider shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Service Provider.
5. Upon County request, Service Provider shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

1. In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level or performance under this Contract, Service Provider shall notify the County within one (1) working day, in writing and by telephone.
2. Failure by Service Provider to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
3. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Afford Service Provider 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 Service Provider for and during the period in which Service Provider 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 Service Provider 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 Service Provider. 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 Service Provider under this Contract and the balance, if any, shall be paid by the Service Provider upon demand.
4. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

J. RESERVED

K. EQUAL EMPLOYMENT/EMPLOYMENT DISCRIMINATION/CIVIL RIGHTS

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

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

2. Employment Discrimination – During the term of the Contract, Service Provider shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Service Provider 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.
3. Civil Rights Compliance – The Service Provider shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County will supply a sample of the Plan format. The Service Provider will be monitored by the County for compliance with provisions of its Civil Rights Plan. Additionally, the Service Provider shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement (Attachment A) annually.
4. Equity – Service Provider shall adhere to and participate in County efforts ensuring all individuals and communities have equal access and opportunity to health and wellbeing by providing culturally and linguistically appropriate services to all people of color and culture, age, disabilities, gender, sexual orientation or gender identity including people with limited English proficiency (LEP). Services provided must be respectful of and responsive to the cultural and linguistic needs of County residents.
 - a. Service Provider shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible service population. Such studies are critical to designing and planning for providing appropriate, effective and equitable services.
 - b. Service Provider shall partner with and support community partners in addressing disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services. Partnering includes opportunities for partners and community members to design, implement and evaluate practices, and services ensuring equity and cultural and linguistic appropriateness.

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

L. NOTICES

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

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

Service Provider
Street Address/PO Box
City, State ZIP
Email:

Email: HSASDContractsUni@hss.sbcounty.gov

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

M. ENTIRE AGREEMENT

1. This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.
2. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

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

SAN BERNARDINO COUNTY

► _____
Director of Children and Family Services

Dated: _____

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

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

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

 NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.8, as amended; California Government Code section 12940; California Government Code section 4450; Title 2, California Code of Regulations sections 11140-11200; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, gender identity, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief, or other applicable protected basis be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVES ASSURANCE THAT, it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

 DATE

 SIGNATURE

 ORGANIZATION