



Contract Number

SAP Number

### Children and Family Services

<b>Department Contract Representative</b>	Kris Bussard
<b>Telephone Number</b>	(909) 386-8395
<b>Contractors</b>	Give Something Back University Enterprises Corporation at California State University San Bernardino (CSUSB)
<b>Contractor Representatives</b>	Give Something Back: Amy Young, M.D. University Enterprises Corporation at CSUSB: Diane Trujillo
<b>Telephone Numbers</b>	Diane. Trujillo: (909) 537-3664 Amy Young, M.D. (909) 635-4089
<b>Contract Term</b>	August 22, 2023 through August 21, 2028
<b>Original Contract Amount</b>	N/A
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	N/A
<b>Cost Center</b>	

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, San Bernardino County (“County”) desires to assist foster youth to perform to their highest academic capabilities and move forward into higher education thus enriching the outcomes in the areas of finding and retaining work, improving work skills, career development and becoming self-sufficient; and

**WHEREAS**, the County finds Give Something Back, hereafter referred to as “GSB,” is qualified to provide educational support in the form of motivational student coaching, academic support, and scholarship opportunity to foster youth and young adults for entry into higher education; and

**WHEREAS**, the County finds University Enterprises Corporation at CSUSB (“UEC”) is qualified to provide educational support through California State University San Bernardino’s First Star CSUSB Academy, hereinafter referred to as “First Star CSUSB Academy” in the form of academic support, and college readiness opportunity to foster youth and young adults for entry into higher education; and

**WHEREAS**, the County desires that such services be provided by GSB and UEC hereinafter jointly referred to as “Contractors” and, Contractors agree to perform these services as set forth below.

**NOW, THEREFORE**, the County, GSB, and UEC mutually agree to the following terms and conditions:

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## A. DEFINITIONS

1. Children and Family Services (CFS) – The Human Services (HS) department that administers programs addressing child abuse and neglect in San Bernardino County. CFS oversees and administers various programs including Child Protective Services and related programs, Adoptions, Foster Home Services, and Independent Living.
2. Contract – The legal agreement between the County and the Contractors.
3. Educational Rights Holder – The adult identified or appointed by the Juvenile Dependency Court to act as the child's or youth's, parent, spokesperson, decision maker, and authorized representative concerning all matters related to educational services. Depending on the court's findings, the responsible adult will be the parent, grandparent, aunt, uncle, Court Appointed Special Advocate, foster parent, legal guardian or adult otherwise involved with the child.
4. First Star California State University San Bernardino (CSUSB) Academy – A free, comprehensive four (4) year college access program for youth in foster care. The Academy is a collaboration between First Star, Inc., and the University Enterprises Corporation at CSUSB on behalf of California State University, San Bernardino, and offers a residential summer academy where youth receive academic support, enrichment, and encouragement needed to assist them in becoming competitive college applicants. The program engages a cohort of students traditionally selected in the ninth grade. In addition to the summer immersion program, students and their families will receive individual support throughout the academic year through monthly Saturday Academies, education advocacy, and caregiver workshops. The students remain in the program until they graduate from high school.
5. First Star CSUSB Academy's Financial Model – A not-for profit, national 501(c)(3) organization. Primary funding for the organization is provided by donations and grants from corporations, foundations, and individuals. Contributions received by the organization are recorded as support with donor restrictions or support without donor restrictions. Contributions for which donors have imposed restrictions limit the use of the donated asset, and differentiation between the two are reported on the organization's financial reports. The organization's main expense is funding the academies (<https://www.firststar.org/our-academies/>). First Star CSUSB Academy, hosted by the California State University, San Bernardino, is one of several academies supported by the organization.
6. Give Something Back (GSB) – A 501(c)(3) non-profit organization that provides coaching, college readiness programs, independent living resources, social emotional learning workshops, summer programming and resources for scholarships to Pell eligible students who have faced adversity but are academically driven. Participants are selected early (traditionally in the ninth grade, but in some cases earlier) to help prepare them for college. GSB provides participants with support and resources to help them prepare for the unexpected challenges college bound students face. Each scholar is assigned to a group cohort and followed by a GSB coach to help the scholar stay on track, reach successive goals, and navigate the complexities of college preparation. Coaching is long-term and participants have the option to remain in the program until they graduate from college.
7. 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.
8. Pell-Grant – A subsidy the U.S. federal government provides for students in need to pay for college. Federal Pell Grants are limited to students with financial need, who have not earned their first bachelor's degree, or who are enrolled in certain post-baccalaureate programs, through participating institutions.
9. Pell-Grant eligible – An individual who meets financial eligibility and the following general federal student eligibility requirements: be a citizen or eligible noncitizen of the United States; have a valid social security number; have a high school diploma or a General Education Development

certificate; be enrolled in an eligible program as a regular student seeking a degree or certificate; maintain satisfactory academic progress, not owe a refund on a federal student grant or be in default on a federal student loan; register with the Selective Service System, if a male and not currently on active duty in the U.S. Armed Forces; and not have a conviction for the possession or sale of illegal drugs for an offense that occurred while receiving federal student aid (such as grants, work-study, or loans). If such a conviction exists, the individual must complete the Student Aid Eligibility Worksheet to determine if they are eligible or partially eligible for aid. Federal Pell Grant eligibility can be affected by incarceration and/or the type of conviction.

10. Personally Identifying Information (PII) – Includes name, social security number, date of birth (D.O.B.), address, driver license, photo identification, identifying number/document, and/or Client Index Number (CIN).
11. Program Participant – Foster youth in grades eight (8) through twelve (12), between the ages of twelve (12) to eighteen (18), attending public school within San Bernardino County, chosen to participate in services offered by First Start CSUSB Academy and GSB.
12. Program Referral – Method used by CFS to refer eligible foster youth and young adults for academic support, college readiness, and development activities through First Academy CSUSB and GSB.
13. University Enterprise Corporation at CSUSB (UEC) – A legally separate 501(c)(3) nonprofit corporation that is a fully integrated part of the California State University San Bernardino campus. UEC supports the university's educational mission by providing quality services that complement the instructional program.
14. Youth Coaches – A paid mentor employed by UEC at CSUSB to provide support to First Star participants. Youth coaches are responsible for providing supervision and mentorship during the summer residential program. Additionally, youth coaches facilitate workshops and team building activities. For the purpose of this MOU, First Star Student Coaching will end when a program participant has graduated from high school.

## **B. GSB SERVICE RESPONSIBILITIES**

GSB shall:

1. Accept referrals of academically eligible and Pell Grant eligible foster youth and young adults as well as former foster youth currently in legal guardianship from CFS.
2. Conduct orientations explaining expectations, rules, and standards, to all program participants.
3. Pair program participants with student coaches to assist with academic success and who will:
  - a. Make bi-weekly contact via email, text messaging, or phone call and monthly face-to-face contact in a group setting to help support the education goals of the students.
  - b. Act as a mentor and role model so that each student has someone to trust, and to turn to for advice, guidance, and ideas.
  - c. Help students reach successive goals and navigate the complexities of college preparation.
4. Provide ongoing training to student coaches on topics that include but are not limited to:
  - a. Trauma informed care,
  - b. Child abuse reporting, and
  - c. Privacy and Security.
5. Provide evidence-based/evidence-informed interventions and support that include career exploration, post-secondary planning, independent living skills and social and emotional learning.
6. Provide program participants with the opportunity to participate in field trips including, but not limited to, college campus visits, sporting events and museums. GSB will not include any religious training or ceremony (or similar subject matter).

7. Provide a session which may include a residential component, each summer for the duration of the program and at least one (1) non-residential session each month during each academic year for the duration of GSB.
8. Provide additional services, as necessary to be responsive to the special needs of the CFS foster youth and young adult population. These services could include, but are not limited to, career guidance and transportation.
9. Communicate and work collaboratively with CFS staff to monitor Program Participants' success.
10. Provide CFS with a primary point of contact.
11. Contact the CFS Education Program Supervisor, CFS Educational Liaison, and/or Social Service Worker with any concerns or suggestions.
12. Provide information and reports (e.g., service plan) as deemed necessary and mutually agreed upon by CFS and GSB.
13. Provide services to a minimum of fifty (50) CFS foster youth for the period of August 22, 2023 through August 21, 2028.
14. Provide priority admission to First Star CSUSB Academy youth.
15. Provide scholarship assistance and resources as available.

**C. UEC SERVICE RESPONSIBILITIES (First Star CSUSB ACADEMY)**

Through First Star CSUSB Academy, UEC shall:

1. Accept referrals of eligible foster youth and young adults, as well as former foster youth currently in legal guardianship from CFS for participation in the First Star CSUSB Academy.
2. Conduct orientations explaining expectations, rules, and standards, to all Program Participants.
3. Provide a college preparatory program that ensures foster youth have the necessary skills to matriculate into and graduate from college.
4. Utilize curriculum that will:
  - a. Emphasize one (1) academics (remedial and college preparation), especially in the areas of reading, writing, and mathematics; and two (2) life skills (including, but not limited to, health, financial literacy, conflict resolution, and communication and advocacy skills).
  - b. Not include any religious training or ceremony (or similar subject matter).
  - c. Employ academic curriculum previously created by the University's Office of Pre-college programs.
5. Provide approximately a one to three (1 to 3) week residential session(s) at a university each summer for the duration of the program and at least one (1) non-residential session each month during each subsequent academic year for the duration of First Star CSUSB Academy.
6. Provide additional services, as necessary to be responsive to the special needs of the CFS foster youth and young adult population. These services include, but are not limited to, career guidance and transportation.
7. Provide CFS with a primary point of contact.
8. Communicate and work collaboratively with CFS staff to monitor Program Participant's success.
9. Contact the CFS Education Program Supervisor, CFS Educational Liaison, and/or Social Service Worker with any concerns or suggestions.
10. Provide information and reports (e.g., service plan) as deemed necessary and mutually agreed upon by CFS and First Star CSUSB Academy.

**D. UEC SERVICE RESPONSIBILITIES**

UEC shall:

1. Be responsible for the design, operation, and implementation of all aspects of the First Star CSUSB Academy, including but not limited to:
  - a. Selection and provision of the University housing facilities to be used and meal services to be provided on the CSUSB campus.
  - b. Security and supervision of the First Star CSUSB Academy Program Participants.
2. Assign and adequately staff, student workers, and/or independent contractors for the First Star CSUSB Academy.
3. Conduct regular personnel performance appraisal to facilitate development and assure the program quality of the First Star CSUSB Academy.

#### **E. GENERAL CONTRACT REQUIREMENTS**

1. **Recitals** – The recitals set forth above are true and correct and incorporated herein by this reference.
2. **Contract Amendments** – Contractors agree that 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 the Contractors and County.
3. **Contract Assignability** – Without the prior written consent of the County, the Contract is not assignable by the Contractors either in whole or in part.
4. **Contract Exclusivity** – This is not an exclusive Contract. Contractors reserve the right to enter into a contract with other funding sources for similar services. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractors will be permitted to perform any minimum amount of work or receive compensation 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 Contractor Personnel** – Each Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, each Contractor shall conduct a background check, at the Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractors 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 the Contractors in their initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractors' personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

Contractors 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 Contractors 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.

Contractors 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 the Contractors.

7. **Change of Address** – Contractors 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, Contractors' 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 Contractors or Contractors' personnel or may be made available to Contractors or Contractors' 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. Contractors shall be responsible for the promulgation and distribution of County Policies to Contractors' personnel to the extent necessary and appropriate.

County shall have the right to require Contractors' 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** – Contractors 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. Contractors shall not use or disclose any identifying information for any other purpose other than carrying out the Contractors' 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.

Contractors 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. Contractors 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](mailto:HSPrivacySecurityOfficer@hss.sbcounty.gov).
11. **Primary Point of Contact** – Contractors will designate an individual to serve as the primary point of contact for the Contract. Contractors or designees must respond to County inquiries within two

(2) business days. Contractors shall not change the primary contact without written acknowledgement to the County. Contractors will also designate a back-up point of contact in the event the primary contact is not available.

12. **County Representative** – The Deputy 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 Contractors. 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** – Contractors shall repair, or cause to be repaired, at their own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractors or their employees or agents. Such repairs shall be made immediately after Contractors become aware of such damage, but in no event later than thirty (30) days after the occurrence.

If Contractors fail to make timely repairs, the County may make any necessary repairs. The Contractors, 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 Contractors from the County, as determined at the County's sole discretion.

14. **Debarment and Suspension** – Contractors agree 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.).

Contractors certify that they and their 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-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-year period preceding this Contract had one (1) or more public transactions (federal, state or local) terminated for cause or default.

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

15. **Reserved.**

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 Contractors agree that the Contractors and the Contractors' employees, while performing service for the County, on County property, or while using County equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.



- c. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractors or Contractors' employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractors 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 Contractors have with the County, if the Contractors or Contractors' 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. **Environmental Requirements** – In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractors to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractors are also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractors must be able to annually report the County's environmentally preferable purchases. Contractors must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

State Energy Conservation Clause – Contractors shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations, (CCR) title 20, section 1401 et seq.).

20. **Improper Influence** – Contractors 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 Contractors or officers or employees of the Contractors.
21. **Improper Consideration** – Contractors 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.

Contractors shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractors. 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** – Contractors shall ensure that they have all necessary licenses, permits and/or certifications required by federal, state, County, and municipal laws, ordinances, rules, and regulations. The Contractors shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractors 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 Contractors have 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** – Contractors 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. Contractors shall not use or disclose any identifying information for any other purpose other than carrying out the Contractors’ 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.

Contractors 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 (clearly marked as “Confidential”) that is either: (1) provided by the County to Contractors or an agent of Contractors or otherwise made available to Contractors or Contractors’ agent in connection with this Contract; or, (2) acquired or obtained from County by Contractors or an agent of Contractors’ 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.

Contractors will not be liable for disclosure of any Confidential information which is: (1) information that at the time of disclosure, had been previously published or was otherwise in the public domain through no fault of Contractor(s); (2) information that was already in Contractor’s possession prior to the time of disclosure as evidenced by written records kept in the ordinary course of business or by proof of actual use therefore; and (3) information that was disclosed to the Contractor(s), other than under an obligation of confidentiality, by a third party who had no obligation to the parties not to disclose such information to others.

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 Contractors pursuant to the Contract shall remain the property of the Contractors. County may retain copies of items delivered to County.
30. **Air, Water Pollution Control, Safety and Health** – Contractors 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.
31. **Records** – Contractors 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 termination of the Contract.

All records relating to the Contractors' 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 accountability. Please refer to [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) for further information.

Contractors 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 termination of the Contract.

32. **Relationship of the Parties** – Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
33. **Release of Information** – No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractors' relationship with County may be made or used without prior written review, comment and approval of the CFS Director or their designee and shall include County approved branding. Notwithstanding the foregoing, Contractor(s) shall be able to freely disclose the existence of this agreement, general nature of the project, and the amount and duration of this agreement in Contractors' standard reports.
34. **Representation of the County** – In the performance of this Contract, Contractors, their agents and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County.
35. **Strict Performance** – Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.
36. **Subcontracting** – Contractors 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 Contractors. Contractors shall be fully responsible for the performance and payments of any subcontractor's contract.

Contractors 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, Contractors 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.

Contractors 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 J. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraph 6 of this Section E.

For any subcontractor, Contractors 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. Contractor Responsibilities, C. General Contract Requirements and J. 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. Contractors agree that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

37. **Subpoena** – In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractors 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. Contractors 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 Contractors for County.
38. **Termination for Convenience** – The County reserves the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon receipt of termination notice Contractors shall promptly discontinue services unless the notice directs otherwise. Contractors 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.
39. **Time of the Essence** – Time is of the essence in performance of this Contract and of each of its provisions.
40. **Venue** – The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.
41. **Conflict of Interest** – Contractors shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractors shall make a reasonable effort to prevent employees, Contractors, 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 Contractors' 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, and such persons have successfully competed for employment with other applicants on a merit basis.

42. **Former County Administrative Officials** – Contractors agree to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractors. 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 Contractors. 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.
43. **Disclosure of Criminal and Civil Procedures** – The County reserves the right to request the information described herein from the Contractors. 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 Contractors also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractors are 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 Contractors will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractors are 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 Contractors 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.

44. **California Consumer Privacy Act** – To the extent applicable, if Contractors are a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractors 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. Contractors 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. Contractors 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. Contractors must immediately provide to the County any notice provided by a consumer to Contractor 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.

Contractors 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).

45. **Vacancies** – Contractors 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 Contractors 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.

46. **Complaint and Grievance Procedure** – Contractors shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.

Contractors will ensure that staff are knowledgeable on the San Bernardino County Human Services Complaint and Grievance Procedure (Attachment A) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.

47. **Reserved.**

48. **Child Abuse Reporting** – Contractors 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.

49. **Pro-Children Act of 1994** – Contractors will comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).

50. **Americans with Disabilities Act** – Contractors shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

51. **Public Accessibility** – Contractors shall ensure that Services provided are accessible by public transportation.

52. **Reserved.**

53. **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.

54. **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.

55. **Supersedes Prior Agreements** – This Contract supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between the County and Contractors 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.

56. **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 Contractors are a target of Economic Sanctions or are conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractors shall be provided advance written notice of such termination, allowing Contractors at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

57. **Political Contributions**

Contractors have disclosed to the County using Attachment C, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors within the earlier of: (1) the date of the submission of Contractors’ proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractors acknowledge that under Government Code section 84308, Contractors are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors for 12 months after the County’s consideration of the Contract.

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

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

## F. TERM OF CONTRACT

1. This Contract is effective as of August 22, 2023 and expires August 21, 2028 but may be terminated earlier in accordance with provisions of this Contract.
2. The County may terminate the Contract immediately as otherwise provided in this Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractors thirty (30) days in advance of termination. The Assistant Executive Officer is authorized to exercise the County’s rights with respect to any termination of this Contract.
3. Upon receipt of termination notice, Contractors shall promptly discontinue services unless the notice directs otherwise. Contractors 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.

## **G. COUNTY RESPONSIBILITIES**

County shall:

1. Recruit, pre-screen, and refer eligible Program Participants.
2. Complete and send to GSB and First Star CSUSB Academy a Program Referral or application for each candidate, along with any other necessary documents, such as recent grades, unofficial transcript, and participant's status if in an open dependency.
3. Ensure Program Participants meet the following criteria:
  - a. Be a foster care youth or young adult between the ages of twelve (12) and eighteen (18).
  - b. Be a current or prior resident of San Bernardino County.
4. Designate a staff person to serve as the CFS Point of Contact and/or liaison.
5. Communicate and work collaboratively with GSB and First Star CSUSB Academy staff to monitor Program Participants' success.
6. Provide information and reports as deemed necessary and mutually agreed upon by CFS and GSB and First Star CSUSB Academy.

## **H. MUTUAL RESPONSIBILITIES**

CFS, GSB, and UEC agree to:

1. Establish a mutually agreeable schedule for meetings to communicate and share information regarding foster youth, including Program Participants.
2. Establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this MOU, and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
3. Establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through CFS, GSB, and First Star CSUSB Academy mutual chain of command, as deemed necessary.
4. Develop and implement procedures necessary to administer and document program referral, participation, compliance, and effectiveness.
5. Develop procedures for resolving grievances including the specific steps a Program Participant must follow, and the time limits for resolution.
6. Develop and implement procedures necessary for Program Participants to attend GSB – and First Star CSUSB Academy – related programs and events.

## **I. FISCAL PROVISIONS**

There shall be no financial remuneration to or from any party for the services provided through this MOU.

## **J. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

1. **Indemnification** –The Contractors agree to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability directly arising out of Contractors' performance of this Contract, including the acts, errors or omissions of Contractors' authorized officers, employees, agents and volunteers, except where such indemnification is prohibited by law. The Contractors' indemnification obligation does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782. County agrees to indemnify, defend and hold



harmless each Contractor and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability directly arising out of County's sole negligence, willful misconduct, and the negligence and misconduct of County's authorized officers, employees, agents and volunteers in the performance of this Contract.

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 Contractors shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractors and Contractors' employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractors 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 Contractors agree 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 Contractors and the County or between the County and any other insured or additional insured under the policy.
6. **Proof of Coverage** – The Contractors 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 Contractors shall maintain such insurance from the time Contractors commence performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractors 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 Contractors.
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. Contractors agree 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 Contractors agree to provide insurance set forth in accordance with the requirements herein. If the Contractors use existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractors agree to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractors 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 Contractor and all risks to such persons under this contract.

If Contractors have no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractors shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractors 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 Contractors are 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 Contractors own 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. 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. **Cyber Liability Insurance** – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
- g. **Abuse/Molestation Insurance** – Contractors 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.

**K. RIGHT TO MONITOR AND AUDIT**

- 1. Contractors 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.
- 2. Contractors 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 Contractors.

**L. 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, Contractors shall notify the County within five (5) working days, in writing/electronic mail or by telephone.
- 2. Failure by Contractors 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 Contractors thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Terminate this Contract immediately.
- c. 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.

**M. EQUAL EMPLOYMENT/EMPLOYMENT DISCRIMINATION/CIVIL RIGHTS**

1. Equal Employment Opportunity Program - Contractors agree 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 Contractors 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, Contractors 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. Contractors 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 Housing and Employment 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 Contractors 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 Contractors will be monitored by the County for compliance with provisions of its Civil Rights Plan. Additionally, the Contractors shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement (Attachment B) annually.
4. Equity – Contractors 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. Contractors 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. Contractors 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. Contractors 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. Contractors 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. Contractors 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, Contractors 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, Contractors will provide County Human Services evidence of adherence to requirements listed above.

**N. 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  
 Attn: Contracts Unit  
 150 S. Lena Road  
 San Bernardino, CA 92415-0515  
 HSASDContractsUnit@hss.sbcounty.gov

Give Something Back  
 ATTN: Christine Brown, Regional Director  
 250 S. G Street  
 San Bernardino, CA 9241  
 cbrown@giveback.ngo

University Enterprises Corporation at CSUSB  
 ATTN: Diane Trujillo, Director  
 Sponsored Program Administration  
 5500 University Parkway  
 San Bernardino, CA 92407  
 Spon\_Pgm\_Fdn@csusb.edu

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.

**O. 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 Contractors have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

Give Something Back Foundation

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

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

Name Amy Young, M.D.  
*(Print or type name of person signing contract)*

Title Co-President  
*(Print or Type)*

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

Address 11374 Mt View Ave, Ste D  
Loma Linda, CA 92354

University Enterprises Corporation at California State University San Bernardino

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

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

Name John Griffin  
*(Print or type name of person signing contract)*

Title Executive Director  
*(Print or Type)*

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

Address 5500 University Parkway  
San Bernardino, CA 92407

**FOR COUNTY USE ONLY**

Approved as to Legal Form

► \_\_\_\_\_  
Kaleigh Ragon, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

► \_\_\_\_\_  
Patty Steven, Contracts Manager

Date \_\_\_\_\_

Reviewed/Approved by Department

► \_\_\_\_\_  
Jeany Zepeda, Director

Date \_\_\_\_\_

• **COMPLAINT AND GRIEVANCE PROCEDURE**

**INSTRUCTIONS: THE CUSTOMER IS TO READ AND RECEIVE THE TOP PORTION OF THIS FORM. THE BOTTOM PORTION OF THE FORM IS TO BE SIGNED BY SERVICE RECIPIENT AND PLACED IN THE CONTRACTOR’S RECORDS.**

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a complaint or tell us your grievance.

The following procedures are to be followed when filing a complaint or grievance.

**STEP ONE:**

Write down your complaint or grievance and talk to the service provider. Keep a copy for yourself and write down the date you talked to the service provider.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Two.

**STEP TWO:**

Send a copy of your written complaint or grievance, or discuss the complaint or grievance with your County Caseworker. Write down the date you spoke to your Caseworker or send the complaint and keep it with your copy.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Three.

**STEP THREE:**

Send a copy of your written complaint or grievance to the Program Specialist. If you would like a response, include your name, address and telephone number. Your personal information and your complaint and grievance details will be kept confidential.

HS Program Development Division, Contracts Support Unit  
ATTN: Program Specialist  
825 E. Hospitality Lane, 2<sup>nd</sup> Floor  
San Bernardino, CA 92415-0079

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Four.

**STEP FOUR:**

Send a copy of your written complaint or grievance to the Contract Analyst at:

HS Administrative Support Division, ATTN: Contracts Unit  
150 S. Lena Road  
San Bernardino, CA 92415-0515

You will be contacted within 10 calendar days if you have provided contact information.

**Please note:** Each of these steps must be completed in the sequence shown.

..... **Detach here** .....

**COMPLAINT AND GRIEVANCE PROCEDURE CERTIFICATION**

This certifies I have read, understood, and received the Complaint and Grievance Procedures.

Client Signature \_\_\_\_\_

Date \_\_\_\_\_





Human Services

## COMPLAINT AND GRIEVANCE PROCEDURE

**THIS INFORMING NOTICE IS TO BE DISPLAYED IN CLEAR VIEW IN AREAS WHERE CLIENT WILL OBTAIN THE DIRECT SERVICE OR AS DELINEATED IN THE CORRESPONDING COUNTY CONTRACT. CLIENT IS TO BE PROVIDED A COPY OF THIS PROCEDURE UPON REQUEST.**

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding the services you received, you have the right to file a complaint or tell us your grievance.

The following procedures are to be followed when filing a complaint or grievance.

### STEP ONE:

Write down your complaint or grievance and talk to the service provider. Keep a copy for yourself and write down the date you talked to the service provider.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Two.

### STEP TWO:

Send a copy of your written complaint or grievance or discuss the complaint or grievance with your County Caseworker. Write down the date you spoke to your Caseworker or sent the complaint and keep it with your copy.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Three.

### STEP THREE:

Send a copy of your written complaint or grievance to the Program Specialist. If you would like a response, include your name, address and telephone number. Your personal information and your complaint and grievance details will be kept confidential.

HS Program Development Division  
 Attn: Contracts Support Unit  
 825 E. Hospitality Lane, 2<sup>nd</sup> Floor  
 San Bernardino, CA 92415-0079  
 909-383-9700

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Four.

### STEP FOUR:

Send a copy of your written complaint or grievance to the Contract Analyst at:

HS Administrative Support Division  
 Contracts Unit  
 150 S. Lena Road  
 San Bernardino, CA 92415-0515

You will be contacted within 10 calendar days if you have provided contact information.

**Please note:** Each of these steps must be completed in the sequence shown.



**PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS**

**INSTRUCCIONES: EL CLIENTE DEBE leer y recibir la parte superior de este formulario. La parte inferior del formulario debe ser firmado por el recipiente del servicio y colocarlo en los archivos del contratista.**

Si cree que ha sido discriminado o que, habido una violación de leyes o regulaciones, o si tiene un problema con respecto a los servicios que recibió, usted tiene el derecho de presentar una denuncia o informarnos de su queja.

Se deben seguir los siguientes procedimientos al presentar una denuncia o queja.

**PRIMER PASO:**

Escriba su denuncia o queja por escrito y hable con el proveedor de servicios. Guarde una copia para usted y escriba la fecha en que habló con el proveedor de servicios.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Segundo Paso.

**SEGUNDO PASO:**

Mande una copia de su denuncia o queja por escrito o hable con su Trabajador encargado del Caso del Condado sobre su denuncia o queja. Escriba la fecha en que habló con su Trabajador de Caso o cuando envió su queja por escrito y manténgala con su copia en sus archivos.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Tercer Paso.

**TERCER PASO:**

Mande una copia de su denuncia o queja por escrito al Especialista de Programa. Si desea una respuesta, incluya su nombre, dirección y número de teléfono. Su información personal y los detalles de su denuncia o queja se mantendrán confidencial.

HS Program Development Division,  
ATTN: Contracts Support Unit  
825 E. Hospitality Lane, 2<sup>nd</sup> Floor  
San Bernardino, CA 92415-0079  
909-383-9700

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Cuarto Paso.

**CUARTO PASO:**

Mande una copia de su denuncia o queja por escrito al Analista de Contratos a:

HS Administrative Support Division  
Contracts Unit  
150 S. Lena Road  
San Bernardino, CA 92415-0515

Será contactado dentro de 10 días calendarios si ha proporcionado su información de contacto.

**Por favor note:** Cada uno de estos pasos deben ser completados en la orden que se indica.

..... **Separar aquí.** .....

**CERTIFICACIÓN DEL PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS**

Esto certifica que he leído, entendido, y he recibido el Procedimiento para Denuncias y Quejas.

\_\_\_\_\_ **Firma del Cliente**

\_\_\_\_\_ **Fecha**



Human Services

## PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

**ESTE AVISO INFORMATIVO DEBE MOSTRARSE EN VISTA CLARA EN AREAS DONDE EL CLIENTE RECIBIRÁ SERVICIO DIRECTO O COMO ESTÁ DELINEADO EN EL CONTRATO DEL CONDADO CORRESPONDIENTE. AL CLIENTE SE LE PROPORCIONARÁ UNA COPIA DE ESTE PROCEDIMIENTO CUANDO LO PIDA.**

Si cree que ha sido discriminado, o que habido una violación de leyes o regulaciones, o si tiene un problema con respecto a los servicios que recibió, usted tiene el derecho de presentar una denuncia o informarnos de su queja.

Se deben seguir los siguientes procedimientos al presentar una denuncia o queja.

### PRIMER PASO:

Escriba su denuncia o queja por escrito y hable con el proveedor de servicios. Guarde una copia para usted y escriba la fecha en que habló con el proveedor de servicios.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Segundo Paso.

### SEGUNDO PASO:

Mande una copia de su denuncia o queja por escrito o hable con su Trabajador encargado del Caso del Condado sobre su denuncia o queja. Escriba la fecha en que habló con su Trabajador de Caso o cuando envió su queja por escrito y manténgala con su copia en sus archivos.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Tercer Paso.

### TERCER PASO:

Mande una copia de su denuncia o queja por escrito al Especialista de Programa. Si desea una respuesta, incluya su nombre, dirección y número de teléfono. Su información personal y los detalles de su denuncia o queja se mantendrán confidencial.

HS Program Development Division,  
ATTN: Contracts Support Unit  
825 E. Hospitality Lane, 2<sup>nd</sup> Floor  
San Bernardino, CA 92415-0079  
909-383-9700

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Cuarto Paso.

### CUARTO PASO:

Mande una copia de su denuncia o queja por escrito al Analista de Contratos a:

HS Administrative Support Division  
Contracts Unit  
150 S. Lena Road  
San Bernardino, CA 92415-0515

Será contactado dentro de 10 días calendarios si ha proporcionado su información de contacto.

**Por favor note:** Cada uno de estos pasos deben ser completados en la orden que se indica.

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

CONTRACTING AGENCY: University Enterprises Corporation at CSUSB

CONTRACTING AGENCY Give Something Back

(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 7 CFR 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 (c), (h), (i), and (j); California Government Code section 4450; California Code of Regulations section 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, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief 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 University Enterprises Corporation at CSUSB \_\_\_\_\_  
ORGANIZATION/Signature

\_\_\_\_\_  
DATE Give Something Back \_\_\_\_\_  
ORGANIZATION/Signature



## Senate Bill 1439 Contractor Information Report

### **DEFINITIONS**

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

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

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

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

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

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

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

1. Name of Contractor: **Give Something Back** \_\_\_\_\_

2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

\_\_\_\_\_

3. Name of agent of Contractor:

Company Name	Agent(s)

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact

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

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

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes  No

7. Name of any known individuals/companies who are not listed in Questions 1-5, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No  If **no**, please skip Question No. 9 and sign and date this form.

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

9. Name of Board of Supervisor Member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors while award of this Contract is being considered and for 12 months after a final decision by the County.

10. Name of Contractor: \_\_\_\_\_

11. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

\_\_\_\_\_

12. Name of agent of Contractor:

Company Name	Agent(s)

13. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact

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

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

15. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes  No

16. Name of any known individuals/companies who are not listed in Questions 1-5, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name



17. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No  If **no**, please skip Question No. 9 and sign and date this form.

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

18. Name of Board of Supervisor Member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors while award of this Contract is being considered and for 12 months after a final decision by the County.