



Contract Number

SAP Number
440019741

Children and Family Services

Department Contract Representative	<u>Candace Armijo</u>
Telephone Number	<u>(909) 387-2806</u>
Contractor	<u>New Day Recovery Center, Inc.</u>
Contractor Representative	<u>Yaser Selim</u>
Telephone Number	<u>Executive Director</u>
Contract Term	<u>July 1, 2022 through June 30, 2025</u>
Original Contract Amount	<u>\$10,262,840 Aggregate</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>\$10,262,840 Aggregate</u>
Cost Center	<u>5017031000</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, Children and Family Services (hereinafter referred to as "CFS" or "County") desires to provide Child Abuse Prevention and Treatment Services (CAPTS) that strengthen families, reduces risk of abuse and/or neglect, and promote permanency for children in out-of-home care and their families; and

WHEREAS, County has been allocated funds by Promoting Safe and Stable Families Program (PSSF), CWS Realignment 2011, and The Birth Certificate Trust Fund to provide such services; and

WHEREAS, County finds New Day Recovery Center, Inc., hereafter referred to as "Contractor", qualified to provide CAPTS services; and

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

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

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I. DEFINITIONS

- A. Abuse – Physical, sexual, willful cruelty, unjustifiable punishment, unlawful corporal punishment, or neglect inflicted on an individual or persons by another individual or persons.
- B. Anger Management Classes – A twelve (12) week training session that provides knowledge enhancement in self-awareness, self-control, social awareness, and relationship management. Curriculum should provide education for people who are interested in, or who need to learn how to deal with their anger or someone else's anger, in a positive, functional way. Participants may also include people who internalize anger as well as those who act out verbally or behaviorally towards others.
- C. Associate Clinical Social Worker (ACSW) – An applicant for licensure as a Licensed Clinical Social Worker who has completed the required education and is currently earning required hours of experience while being supervised in accordance with current Board of Behavioral Sciences (BBS) regulations. Case notes and reports prepared by the Associate must be reviewed and signed by the licensed supervisor.
- D. Associate Marriage and Family Therapist (AMFT) – An applicant for licensure, as a Marriage and Family Therapist, who has completed the required education and is currently earning required hours of experience while being supervised in accordance with current BBS regulations. Case notes and reports prepared by the Associate must be reviewed and signed by the licensed supervisor.
- E. Associate Professional Clinical Counselor (APCC) – An applicant for licensure, as a Professional Clinical Counselor, who has completed the required education and is currently earning required hours of experience while being supervised in accordance with current BBS regulations. Case notes and reports prepared by the Associate must be reviewed and signed by the licensed supervisor.
- F. Board of Behavioral Health Examiners (Arizona) – The state agency that certifies professionals in the fields of Social Work, Professional Counseling, Marriage and Family Therapy, and Substance Abuse Counseling.
- G. Board of Behavioral Sciences (BBS) – The branch of the California Department of Consumer Affairs that oversees licensing requirements and professional conduct for individuals practicing marriage and family therapy and/or clinical social work.
- H. Board of Examiners for Marriage and Family Therapists and Clinical Professional Counselors (Nevada) – The state agency that sets minimum standards for licensing marriage and family therapist and oversees ethical conduct of licensed therapists and registered associates.
- I. Board of Psychological Examiners (Nevada) – The state agency that oversees licensing requirements and professional conduct for individuals practicing as psychologists.
- J. Board of Psychologist Examiners (Arizona) – The state agency that oversees licensing requirements and professional conduct for individuals practicing as psychologists.
- K. Board of Psychology (BOP) – The branch of the California Department of Consumer Affairs that oversees licensing requirements and professional conduct for individuals practicing as psychologists.
- L. California Department of Social Services (CDSS) – Provides oversight of California's Child Welfare and Foster Care system, Welfare-to-Work programs, Disabled and Adult programs, and licensed community care facilities. The mission of CDSS is to serve, aid, and protect needy and vulnerable children and adults in ways that strengthen and preserve families, encourage personal responsibility, and foster independence.
- M. Child Abuse Prevention, Intervention, and Treatment (CAPIT) – A state funded program designed to provide services to children who are at high risk of child abuse and neglect, their families, relative caregivers, foster parents, and the community, such as counseling, therapy, parenting, family support, and self-sufficiency training.

- N. Case Management – A collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client’s needs. It is characterized by advocacy, communication, and resource management, and promotes quality and cost-effective interventions and outcomes.
- O. Child – An individual, male or female, under the age of eighteen.
- P. Children and Family Services (CFS) – CFS is the Human Services (HS) department that administers programs designed to address 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.
- Q. Child and Family Team Meeting (CFTM) – A group that forms to meet the needs of an eligible child through whatever means possible. In order to ensure family voice, choice, and ownership of the individualized service plan, every effort shall be made to ensure family members and family representatives constitute a minimum of fifty (50%) percent of the CFTM. This team includes the child, parents, caregivers, relatives, County Social Worker, Probation Officer, or Behavioral Health Clinician, and anyone else the family identified as a member.
- R. Client – An individual, adult or child, who by consent or court order, receives services from any of the contracted service providers. For billing purposes, a CFS client is further defined as one that has a CFS 13.5E referral form in which the service provided is clearly indicated on the form, services fall within the date range indicated on the referral, and cumulative units of service do not exceed what is requested.
- S. Collaboration – A process that involves exchanging information, aligning activities, sharing resources, and enhancing the capacity of one another to achieve mutual benefits and a common purpose by sharing responsibilities, resources, risks, and rewards. Often collaborations form public and private partnerships, and include representation from the population to be served. They meet regularly, working together in small groups, often performing different tasks and roles to achieve a common objective.
- T. Contractor – The applicant selected to enter into a Contract with the County to provide services.
- U. Core Practice Assessment – An initial assessment completed on children using the Core Practice Assessment Tool (provided by CFS) when specifically requested by CFS. The assessment must be submitted to the social worker within five (5) business days of the assessment completion.
- V. Cultural Sensitivity – The acceptance and understanding of cultural mores and their possible influence on the client’s issue(s) and/or behavior.
- W. Domestic Violence Classes – Classes that help clients gain insight into domestic violence issuance and consequences and provide tools to offenders to better manage anger and aggression and to develop critical skills needed to maintain a non-destructive life style. The perpetrator and victim cannot be attending classes at the same location.
- X. Evidence-Based Program/Practice, Level – The quality of scientific research verifying the beneficial effects of a program/practice and the degree of relevance this program/practice exhibits toward the population served by Child Welfare agencies. The County utilizes the California Evidence-Based Clearinghouse (CEBC) and its standards to evaluate the Evidence-Based Level of a program or practice. Only Evidence-Based programs/practices with a rating scale of Level 1, 2, or 3 are acceptable.
- Y. Family – Any combination of individuals related by blood, marriage, adoption, legal custody, legal guardianship, or non-related extended family members. Families may define their own "family" and this self-definition may include non-related members.
- Z. Family Support Home Visiting – A service delivery model for bringing services to the clients’ homes. Services may include, but are not limited to, counseling, basic life skills, child development, self-sufficiency training, health education, referral and linkage, case management, mediation and conflict resolution, anger management, and domestic violence classes. Services

provided should be intensive, focused, and outcome-oriented. These services will be provided in-home upon CFS request.

- AA. Fee for Service – A specified price for the delivery of specific services.
- BB. Group Therapy – A type of treatment that offers unique opportunities to work on relationship issues such as trust, individuation, and self-responsibility. It may be used as an adjunct to other types of treatment and support for maltreating parents. Group therapy is designed to enhance interpersonal communication.
- CC. Human Services (HS) – The San Bernardino County Human Services, a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
- DD. Individual Therapy – Ranges from insight-oriented psychotherapy to various behavioral treatment strategies. In determining the specific type of individual therapy, caseworkers must consider the family's or individual's current situation, their ability to verbalize feelings, and their capacity to make changes in their lives. Some of the issues to be addressed in individual therapy include past history of abuse; attitudes toward violence; cognitive patterns; anger/impulse control; sexuality; managing stress; and substance abuse. The perpetrator and the victim cannot be treated by the same therapist for any domestic violence-related therapy.
- EE. Integrated Core Practice Model (ICPM) – An articulation of the shared values, core components, and standards of practice expected from those serving California's children, youth, and families. It sets out specific expectations for practice behaviors for staff in direct service as well as those who serve in supervisory and leadership roles in child welfare, juvenile probation, and behavioral health as they work together in integrated teams to assure effective service delivery for California's children, youth, and families. Additionally, the ICPM promotes a set of values, principles, and practices that is meant to be shared by all who seek to support children, youth, and families including tribal partners, education, other Health and Human Services Agencies, or community partners.
- FF. Licensed Clinical Social Worker (LCSW) – A License holder authorized to employ psychotherapeutic techniques, among other services, with individuals, couples, families, and groups to improve the client's quality of life.
- GG. Licensed Marriage and Family Therapist (LMFT) – A License holder authorized to employ psychotherapeutic techniques with individuals, couples, families, and groups to improve the client's interpersonal functions.
- HH. Licensed Professional Clinical Counselor (LPCC) – A License holder authorized to employ counseling interventions and psychotherapeutic techniques to identify and remediate mental and emotional issues, including crisis intervention and psychosocial and environmental problems.
- II. Live Scan – Background check and fingerprinting system that entails taking an "electronic" picture of an individual's fingerprints, which is automatically transferred, along with personal descriptor information, to central site computers at the Department of Justice.
- JJ. Medical Board (Arizona, California, and Nevada) – The state agency that licenses medical doctors, investigates complaints, disciplines those who violate the law, conducts physician evaluations, and facilitates rehabilitation where appropriate.
- KK. Neglect – Acts and omissions by a person or persons responsible for a child's welfare resulting in the maltreatment of the child under circumstances indicating harm or threatened harm to the child's health or welfare.
- LL. Non-Routine Reports – Reports completed and submitted by the Contractor at the County's request and only after having obtained the County's written pre-approval Note, "non-routine reports," do not include the reports listed in "Routine Reports."

- MM. Outcomes – An indicator that measures the results of treatment and/or services provided to clients and/or families.
- NN. Parent Child Interactive Therapy (PCIT) – Pertains to intensive positive interaction training involving the use of live coaching and incorporates both parent and child within the treatment session. The University of California, Davis model is considered best practice for this type of service. PCIT may not be delivered by telephone.
- OO. Parenting Skills Program – Child development, home management, and consumer education provided through social services and/or specialized formal instruction and practice in parenting skill achievement in accordance with Welfare and Institutions Code, Section 16507.7. Program can be targeted to adults and/or pregnant/parenting teens.
- PP. Prevention Services – The school-based or community-based provision of educational, supportive, or informational services, which promote awareness and/or increase the functionality of families where the potential for child abuse and neglect exists.
- QQ. Promoting Safe and Stable Families (PSSF) – A federally funded program to provide family support, family preservation, time-limited reunification services, and services to promote and support adoptions.
- RR. Psychiatrist – A licensed physician who specializes in psychiatry and is certified in treating mental illness. As part of their evaluation of the patient, a psychiatrist may prescribe psychiatric medication, conduct physical examinations, order and interpret laboratory tests and brain image studies or brain scanning.
- SS. Psychological Assistant/Registered Psychologist – An individual registered with the California Board of Psychology (BOP) who is obtaining postdoctoral experience for licensure as a psychologist and is being supervised in accordance with current BOP regulations.
- TT. Psychological Evaluation – A system of assessing an individual's development, behavior, intellect, personality, emotional, and social functioning. Methods that may be used by the therapist may include, but are not limited to, interviewing, observing the client, and administering mental competence tests. Only a licensed psychologist or psychiatrist may perform this service for the County.
- UU. Psychological Test – A professionally developed instrument used to measure an individual's skills, abilities, and thoughts that may help mental health professionals make a more reliable and valid diagnosis than can be obtained from personal observations only. Only a licensed psychologist or psychiatrist may perform this service for the County.
- VV. Psychologist – A License holder authorized to employ psychological methods to help the client acquire greater effectiveness and/or help modify socially ineffectual or maladjusted behavior.
- WW. Referral, Children and Family Services (CFS 13.5E CWS) – The County referral that identifies the types of services for the clients, number of sessions, and an identified time period in which services are approved. Written request for renewals must be submitted in advance if services will be provided out of the time period listed on the referral. A copy of the referral must be attached to the first billing invoice of service.
- XX. Referral and Linkage Services – Information, referral, and/or coordination, which results in an effective and satisfactory connection between the referred person/family and the agency/provider to which they were referred.
- YY. Relative – An individual who is related to the child by blood, adoption, or affinity within the fifth degree of kinship, including stepparents, stepsiblings, and all relatives whose status is preceded by the words "great," "great-great," or "grand," or the spouse of any of these persons, even if the marriage was terminated by death or dissolution.
- ZZ. Relative Caretaker – A relative other than the birth parent(s) who takes on the primary responsibility of rearing a child. Also known as Kin-Care provider.

- AAA. Routine Reports – Reports completed and submitted by the Contractor required at the closing of a case, a request for extension, or per the County’s request. There is no additional fee attached for these routine reports.
- BBB. Strengthening Families Approach – A research-informed approach to increase family strengths, enhance child development and reduce the likelihood of child abuse and neglect. It is based on engaging families, programs and communities in building the Strengthening Family Protective Factors.
- CCC. Strengthening Family Protective Factors – The foundation of the Strengthening Families Approach consists of five (5) Strengthening Family Protective Factors:
1. Parental Resilience – Managing stress and functioning well when faced with challenges, adversity, and trauma.
 2. Social Connections – Positive relationships that provide emotional, informational, instrumental and spiritual support.
 3. Knowledge of Parenting and Child Development – Understanding child development and parenting strategies that support physical, cognitive, language, social and emotional development.
 4. Concrete Support in Times of Need – Access to concrete support and services that address a family’s needs and help minimize stress caused by challenges.
 5. Social and Emotional Competence of Children – Family and child interactions that help children develop the ability to communicate clearly, recognize and regulate their emotions and establish and maintain relationships.
- FFF. Target Population – The group of individuals with common characteristics that define them as a non-protecting parent, or victim, potential victim or perpetrator of child abuse and/or neglect, and require services that provide family support, family preservation, time-limited family reunification, and adoption support.
- GGG. Teaming – The practice of building and strengthening the child and family’s support system, whose members meet, communicate, plan together, and coordinate their efforts in a unified fashion to address critical issues/needs.
- HHH. Telehealth – The distribution of health-related services and information via electronic information and telecommunication technologies, such as two-way live videoconferencing and other mobile devices, to access and manage health care health care remotely.
- III. Trauma-informed Practice – Trauma-informed organizations, programs, and services are based on an understanding of the vulnerabilities or triggers of trauma survivors that traditional service delivery approaches may exacerbate, so that these services and programs can be more supportive and avoid re-traumatization. For more information, refer to the National Child Traumatic Stress Network at <http://nctsn.org/>.

II. **CONTRACTOR SERVICE RESPONSIBILITIES**

Contractor shall:

- A. Accept CFS Referrals (CFS 13.5E CWS) and:
1. Not solicit or make changes to the referrals. A release of information or notification of a court order will accompany the referral.
 2. Collaborate with the Service Coordinator to schedule the client’s initial appointment within two (2) weeks of receipt of the referral.
 3. Notify the Service Coordinator and Social Worker (SW) within three (3) County business days of no-shows, reschedules, or lack of attendance and progress. Work collaboratively with CFS to engage the family and generate support for the family members and children.

Use teaming structures and approaches to support the Integrated Core Practice Model (ICPM).

- B. Provide all program services and perform all activities identified in the approved Maximum Fee Schedule (Attachment C) and have the capacity to expand services based on regional needs. CFS has the authority to approve changes as long as such changes remain of comparable value to the program. Contractor will not make any changes to the program services without first submitting a formal request for the change and obtaining a written approval by CFS.
- C. Provide culturally sensitive treatment plans and services to diverse ethnic groups and isolated populations. Service models should be time-limited, trauma-informed, evidence-based, align with the Vision, Mission and Principles of the ICPM, County mandates, and program goals to protect children and families from abuse or neglect and provide services that assist them in keeping their families intact or reuniting in instances of separation.
- D. Provide structured case management to all clients referred for services utilizing the Strengthening Family Approach. Case Management is a core element and essential component to ensure effective services and outcomes. At the minimum, the following items are to be included under case management:
 - 1. Referral – A CFS referral (CFS 13.5E CWS) form shall be on file.
 - 2. Screening, Assessment, and Psychological Test/Evaluation – An assessment and results of psychological test/evaluation or bonding/attachment assessment should recognize family strengths, match children and family needs with available resources, and consider likely barriers. The assessment should identify the client's needs in detail, provide a diagnosis (if appropriate), and recommend a service and/or treatment plan.
 - 3. Service or Treatment Plan – Provide a plan consisting of program service(s) to be delivered that is tailored to each family and/or family member with anticipated timelines and specific goals. Service plans are to be consistent with the Service Plans developed by the referring SW. Services not under the initial referral may be recommended to the Social Worker based on the Contractor's assessment. However, no additional services are authorized until a new written referral (CFS 13.5E CWS) is received.
 - 4. Linkages – Develop and maintain a case management plan with the client, which may include linking the client and/or family members with systems that provide him or her with needed services, resources, and opportunities. Services provided may be located with a single agency or may be spread across numerous agencies or organizations and local resources.
 - 5. Service Coordination and Collaboration – Ensure that children and families are outreached, encouraged to attend, and follow-up occurs drawing them into the needed services, and ongoing efforts are made to ensure they remain an active participant in services offered. Monitor and ensure services are being delivered, and appropriate communication is taking place among the agency and/or various service providers. Coordination of service also includes ensuring all members of a family are receiving services with the same fundamental goal.
 - 6. Monitoring and Evaluation – Track services delivered using sign-in sheets for all services client receives, and monitor the family's condition, progress, and emerging need. Classes and group sessions require a sign-in sheet or roster for each class listing educator(s) and all participant(s), including those not referred by CFS. Make needed adjustments to service plan.
 - 7. Case Notes – Enter notes chronologically to document the client's participation, progress, achievements, and setbacks. Include interaction with CFS staff and other service providers. Case notes must be unique to the client and indicate what was discussed during each session.

8. Required Forms – Ensure that required forms are maintained and properly signed by the client, including, but not limited to:
 - a. Complaint and Grievance Procedures (Attachment A);
 - b. Release of information;
 - c. Termination Summary; and
 - d. Other forms, as determined by County.

- E. Provide all Core and Essential Services through trauma informed and/or evidenced-based treatment plans that include strength-based, holistic family-based therapeutic intervention strategies, and the Strengthening Family Approach, including, but not limited to:
 1. Counseling Services – Includes individual, family, or group counseling with the objective to prevent the occurrence or reoccurrence of child maltreatment or domestic violence, to prevent the unnecessary separation of children from their parents, and to ensure permanency by maintaining or reuniting children with their parents, adoptive parents, or legal guardians. Counseling services that are time-limited, outcome oriented, and adhere to trauma informed and evidence-based models.
 2. Parent-Child Interaction Therapy (PCIT) – The live-skill coaching session allows parental training while playing with a child in the playroom. The therapist observes and coaches the parent from observation room using a microphone. PCIT goals are to increase positive parent-child interaction, disrupt escalating coercive cycles, and reduce physically abusive behavior. This therapy is conducted by a licensed therapist with specialized training in PCIT.
 3. Domestic Violence and Sexual Abuse Counseling require a higher level/specific criterion that must be met, including having a licensed therapist with two (2) years' experience.
 - a. Domestic Violence – Domestic violence counseling encompasses a broad range of best practice and evidence-based psychological principles, methods, and modalities that are designed to help people live a life free of domestic violence. Perpetrators and victims involved in the same case are not to be treated by the same provider, or at the same site at the same time.
 - b. Sexual Abuse – Sexual abuse treatment should address all levels of vulnerabilities to abuses. The essential goal is the immediate cessation of all forms of abuse within the family. A comprehensive evidence-based treatment model that utilizes elements from both the child advocacy and family system approach is preferred. Sessions may be held in groups or individual format and treat victims, non-offending parent, or perpetrator. Perpetrators and victims involved in the same case are not to be treated by the same provider, or at the same site at the same time.
 4. Parenting Education – Provide parenting education classes for those individuals who need assistance in strengthening their emotional attachment to their children, learning how to nurture children, as well as understanding general principles of care and supervision. Parenting programs can also target specific groups, such as parenting for fathers, parenting education programs, programs for kinship care and grandparents raising grandchildren. Parenting education services and curriculum must comply with all of the requirements specified in Welfare and Institutions Code Section 16507.7. Programs should support the implementation of evidence-based and evidence-informed models.
 5. Anger Management – System of psychological therapeutic techniques and exercise by which someone with excessive or uncontrollable anger can control or reduce the triggers, degrees, and effects of an angered emotional state.
 6. Life Skills – Provide basic life skills to teach family economics and self-sufficiency (such as job preparation and search, budgeting, and food preparation). Measurement of case

management outcomes is required by the County by utilizing the Life Skills Progression (LSP) instrument.

7. Support Groups – A group of people, sometimes led by a therapist, who provide each other moral support, information, and advice on problems relating to some shared characteristics or experience. Support Groups are intended to primarily bolster individuals and families navigating the child welfare system and are at risk of entering the child welfare system.
 8. Domestic Violence Classes – Provide domestic violence classes to meet the various needs of the domestic violence survivors to help them process their experiences, begin the healing process, and develop critical skills needed to maintain a non-destructive life style. These classes are to treat survivors and perpetrators and are to be distinguished from Anger Management classes. Perpetrators and victims are not to attend classes at the same site at the same time.
 9. In-Home Services – Provide direct support and coordination of services for families in their homes. In-home services include, but are not limited to, health education, child development training, basic parenting skills training, referral and linkage, basic life skills training, anger management, and domestic violence classes. Services should be intensive, focused, outcome-oriented, time-limited, and based on a documented needs assessment when authorized by CFS.
 10. Telehealth Services – Only services approved for telehealth delivery on the Maximum Fee Schedule can be delivered via telephone or live videoconference, and must be in compliance with BBS, California Code of Regulation (CCR), Business and Professions Code (BPC) and Health Insurance Portability and Accountability Act (HIPAA) regulations governing telehealth services. Therapists must hold a valid license to practice in the state where the client is located in order to provide telehealth services to that client.
- F. Provide one (1) or more of the following services, or services listed on the Maximum Fee Schedule (Attachment C) per week, as deemed appropriate and necessary by the CFS Social Worker on a case-by-case basis:
1. Perform psychological evaluations and assessments. Psychological evaluations and assessments must be conducted by a licensed psychologist or psychiatrist and shall not exceed an eight-hour maximum, including psychological testing, evaluation, and report writing.
 2. Conduct bonding/attachment assessments. Bonding/attachment assessments must be conducted by:
 - a. Licensed psychiatrists or psychologists and shall not exceed a three-hour maximum.
 - b. LCSWs, LMFTs, LPCCs and shall not exceed a three-hour maximum.
- G. Provide, upon request from County, a completed Therapeutic Treatment Services Routine Individual Counseling Progress Report (format will be provided by the County), within three (3) business days of the request. Reports must be submitted whether the client is receiving therapy or classes only. These reports shall be accomplished without additional charge to the County.
- H. Provide a variety of verbal and/or routine typewritten reports and recommendations based on psychological evaluations, counseling sessions, bonding and attachment, and/or other assessments with the client as specified by County. The Contractor will provide such information to County within three (3) business days from the date the service was requested. These types of reports shall be accomplished without additional charge to the County.
- I. Provide specialized and/or lengthy typewritten reports, consisting of four (4) or more pages, to County upon request. These reports will provide summary and detail information from the tests, evaluations, counseling sessions, bonding, and/or other assessments, and must be provided within three (3) business days from the date the service was requested. Contractor will be

reimbursed at the rate specified in Maximum Fee Schedule (Attachment C), "Non-Routine Report writing," for these types of report. These reports at a minimum include:

1. Affirmative identifying information and the reason for referral;
 2. Services requested in the referral;
 3. Diagnosis or mental health status of the client;
 4. Treatment modality, including a review of the service or treatment plan;
 5. Clients' response to treatment, including assessment of their:
 - a. Progress;
 - b. Ability to internalize behavior;
 - c. Quality of relationship(s);
 - d. Skills sets acquired by the individual and their capacity to utilize these insights or skills;
 - e. Reference to the ability to parent, cope with stress, protect a child from harm, bond, and take care of basic needs for oneself and others; and
 - f. A general prognosis.
 6. Recommendations.
- J. Upon request by the County, provide testimony in Court regarding the typewritten reports and assessments. In the event that the typewritten report and/or assessment is written by an associate, it may be necessary for the associate's supervisor to become sufficiently knowledgeable of the services provided and the progress made so as to be able to testify in Court in support of the associate's typewritten report and/or assessment. Contractor will be reimbursed at the rate specified in the Maximum Fee Schedule (Attachment C) for any such testimony with a valid referral or notification to the appropriate CFS Regional Budget Committee clerk of the pending testimony.
- K. Provide, upon request from CFS, a completed assessment on children within five (5) business days of the assessment.
- L. Provide Psychological Evaluation reports upon request from the County. Unless specifically required by the County, Contractor prepared reports will not contain recommendations regarding reunification of child and parent. Psychological Evaluation reports will be formatted with the following headings and in the order listed:
1. Psychological Testing:

Reason for Referral – Issue referred by County issues to be addressed/assessed as requested by County in referral.

 - a. Presenting Problem
 - 1) What does the client see as the problem(s)?
 - 2) What does the therapist see as the problem(s)?
 - 3) What have the client and therapist agreed to address?
 - b. Assessment
 - 1) Include any formalized testing, mental status testing, and medical tests as part of the assessment process, such as:
 - a) MMPI – Minnesota Multiphasic Personality Inventory
 - b) DAP – Draw a Person Test
 - c) WISC – R – Wechsler Intelligence Scale for Children – Revised

- d) WISC – III – Wechsler Intelligence Scale for Children – Third Edition
 - e) WAIS – R – Wechsler Adult Intelligence Scale – Revised
- c. Diagnosis
- 1) Diagnostic and Statistical Manual of Mental Disorders, in its fifth edition (DSM–5). DSM–5 is a comprehensive classification of officially recognized psychiatric disorders, published by the American Psychiatric Association, for use by mental health professionals to ensure uniformity of diagnosis. DSM–5 describes symptoms and does not discuss the causes of the disorders.
- d. Treatment – Include treatment plan.
- e. Progress
- 1) Identify progress made, if any.
 - 2) Give examples supporting progress or lack thereof.
 - 3) Reasons for lack of progress.
 - 4) Include attendance and participation.
2. Psychological Evaluation:
- a. Reason for Referral
- Issue referred by County – issue to be addressed/assessed as requested by County in referral.
- b. Background/History
- 1) Drug/Alcohol abuse.
 - 2) Sexual/physical/emotional abuse.
 - 3) Include family background.
 - 4) Overview of client’s circumstance(s) that may contribute to current behaviors.
- c. Presenting Problem
- 1) What does the client see as the problem(s)?
 - 2) What does the social worker see as problem(s)?
 - 3) What does the therapist see as problem(s)?
 - 4) Give observations from sessions and explanations of observations.
 - 5) What have therapist, client, and social worker agreed to address?
- d. Assessment
- 1) How was client assessed?
 - 2) What tools used; include any and all formalized testing including medical testing that was completed as part of the assessment process?
 - 3) Summary of all points addressed in the assessment and how they all link together to create a final picture of the client.
- e. Diagnosis
- 1) DSM–5.
 - 2) Explain how diagnosis impacts client, child, and/or parent.
 - 3) Explain how diagnosis impacts client’s ability to parent.

- 4) Outline treatment plan, type, and expected duration.
- f. Progress
 - 1) Identify progress.
 - 2) Give examples supporting progress or lack thereof.
 - 3) Reasons for lack of progress.
 - 4) Attendance and participation.
 - g. Prognosis/Recommendations/Summary
 - 1) Identify goals and objectives that will be addressed and resolved in the coming sessions?
 - 2) Identify treatment methods to be used to achieve goals and objectives.
 - 3) Identify the prognosis for mediation of referring problem and the number of sessions in which this will be accomplished?
- M. Ensure that under no circumstances shall a client referred by County and served under this Contract be required to compensate the Contractor for any therapeutic, counseling services, or classes, including fees for missed or cancelled appointments.
- N. Maintain adequate staffing levels and ensure that professional staff has appropriate licenses and credentials and have no record of being disciplined or suspended by the governing board. Notify County immediately when staffing levels interfere with or impede delivery of services and when disciplinary or suspension action is initiated by the governing board. Staff providing therapeutic counseling must be:
1. Professionals licensed by the California Board of Behavioral Sciences or California Board of Psychology to provide counseling services; or
 2. Professionals licensed by the Arizona Board of Behavioral Health Examiners, if not licensed in California, to provide counseling service to clients residing near the Arizona border; or
 3. Professionals licensed by the Nevada Board of Psychological Examiners, if not licensed in California, to provide counseling service to clients residing near Arizona border; or
 4. Master's level professionals who are identified by their appropriate State Board as associates and are under the supervision of a licensed professional.
- O. Notify the client's SW not fewer than four (4) weeks prior to a client reaching the end of the referred service period, in the event Contractor determines client requires services beyond this period or requires a different type of service. Notification shall be in writing and must include a current progress report in a format approved by the County, justification for the continuation of services or different type of service, and an estimated date of completion. If approved, CFS will send a new referral indicating the agreed upon service. No additional services are authorized until a new written referral (CFS 13.5E CWS) is received. No compensation will be made without a valid referral in place.
- P. Maintain professional relationships and open communication with CFS clients, Social Workers, and other County staff.
- Q. Utilize evidence-based models when appropriate to provide program services.
- R. Make all efforts to secure alternative funding (Medi-Cal or other private insurance plans); efforts must be documented.
- S. Attend required CFS Contractors Fairs and other periodic meetings as determined by the County for training and discussion purposes. Subcontractors are also invited to attend these meetings.
- T. Ensure under no circumstance shall a current County employee provide services under this Contract.

- U. Notify the County and receive prior written approval before new staff provides services under this Contract. This includes individuals whose licenses/registrations become expired and then renewed.

III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County. Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to Title 48 Code of Federal Regulations (CFR), Chapter 1, Subchapter B, Part 9, Subpart 9.4 (48 C.F.R. Section 9.400 et seq.). By signing this Contract, Contractor certifies that it and its principals and subcontractors:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
 - 2. 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 or records, making false statements, or receiving stolen property;
 - 3. 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 Paragraph (A)(2) herein; and
 - 4. 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.
- B. Contractor shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list (<https://www.sam.gov>). If at any time during the term of this Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of this Contract, and the County may proceed under the Correction of Performance Deficiencies at Section VII of this Contract, including immediate termination of this Contract. If Contractor becomes aware, at any point during the term of this Contract, that it is identified as suspended or debarred on the SAM excluded list, Contractor must immediately inform County. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.
- C. Without the prior written consent of the Assistant Executive Officer of Department Operations, this Contract is not assignable by Contractor either in whole or in part.
- D. This is not an exclusive Contract. The County reserves the right to enter into a contract with other Contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation, under the terms of this Contract.
- E. Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such member's staff, Chief Executive Officer of the County 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.

- F. If during the course of the administration of this Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- G. 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.
- H. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Director of CFS through the HS Contracts Unit. The County may withhold such consent in its sole discretion.

At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Paragraph AA of this Section III. All approved subcontractors shall be subject to the provision of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraphs W and X of this Section III.

For any subcontractor, Contractor shall:

1. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions;
 2. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County; and
 3. Include in the subcontractor's subcontract substantially similar terms as are provided in this Contract.
- I. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the San Bernardino County. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

All records relating to the Contractor's personnel, contractors, subcontractors, service/scope of work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other 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 also comply with the appropriate Code of Federal Regulations (CFR) that state the administrative requirements, cost principles and other standards for accountancy. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for further information.

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

- J. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.
- K. Contractor 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 Contractor 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.

- L. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days. Contractor shall not change the primary contact without written notice to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
- M. Contractor shall repair, or cause to be repaired, at its own cost, all damage to County property, vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Contractor shall also be responsible for damage caused by his/her staff to personal property of County employees. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. For such repairs, the Contractor shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Contractor from the County, as determined at County's sole discretion.
- N. Contractor 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.
- O. Contractor 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.
- P. Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact on the Contract. Board of Directors' minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.
- Q. Contractor shall ensure that all staff, volunteers and/or subcontractors performing services under this Contract comply with the items below prior to providing any services. Additional information concerning these requirements is specified at <http://hss.sbcounty.gov/Privacy>. The information contained thereat is hereby incorporated by this reference.
 - 1. Read, understand and comply with the Privacy and Security Requirements Summary.
 - 2. Ensure employees, sub-contractors, agents, volunteers and interns who have access to PII complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
 - 3. Ensure employees, sub-contractors, agents, volunteers and interns who have access to PII sign the Confidentiality Statement annually.
 - 4. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via e-mail at: HSPrivacySecurityOfficer@hss.sbcounty.gov.
- R. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. Contractor acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. Contractor agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Subcontractors utilized to fulfill Services pursuant to this Contract comply with said provisions. Contractor further agrees

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

- S. Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
- T. Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.
- U. To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA) (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code Section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).
- V. Contractor 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:
 - 1. 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.
 - 2. 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.
 - 3. 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.
- W. Contractor 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 Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

In addition to the documentation of DOJ clearance, Contractor shall obtain clearance from the Federal Bureau of Investigation (FBI) and Child Abuse Central Index (CACI), and records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, prior to providing any services. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor 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.

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

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

- Y. In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

1. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
3. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

- Z. Contractor shall make every reasonable effort to prevent employees, consultants or members of its 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. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or

employees 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 applicants and such persons have successfully competed for employment with other applicants on a merit basis.

AA. Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds 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 2010.1185.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. 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 Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
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 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 Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

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

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

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

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

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

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

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

1. Premises operations and mobile equipment.
2. Products and completed operations.
3. Broad form property damage (including completed operations).
4. Explosion, collapse and underground hazards.
5. Personal injury.
6. Contractual liability.
7. \$2,000,000 general aggregate limit.

c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one (1) or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits.

or

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

g. Cyber (internet) and Electronic Data Processing (EDP) 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 claims involving 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.

- BB. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
- CC. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.
- DD. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program, Employment Discrimination, and Civil Rights Compliance requirements:
1. Equal Employment Opportunity Program – The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the San Bernardino County and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; 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; 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.
 2. Employment Discrimination – During the term of the Contract, Contractor 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. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, 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 Contractor 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 Human Services Contracts Unit 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 shall supply a sample of the Plan format. The Contractor shall be monitored by the County for compliance with provisions of its Civil Rights Plan. Contractor is required to maintain and provide a current Civil Rights Plan for the duration of the Contract and submit the Assurance of Compliance form (Attachment B) annually. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement annually.
 4. Equity – Contractor 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. Contractor 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. Contractor 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. Contractor 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. Contractor 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. Contractor 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, Contractor will provide County Human Services evidence of adherence to requirements listed above.

EE. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).

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

GG. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7401 et seq.), section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R.).

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

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's

environmentally preferable purchases. Contractors must also be able to report on environmentally preferable goods used in the provision of Services to the County, utilizing a County approved form.

- II. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
- JJ. Contractor shall register with 211 San Bernardino County Inland Empire United Way within thirty (30) days of contract effective date and follow necessary procedures to be included in the 211 database. The Contractor shall notify the 211 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 211 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.
- KK. Contractor agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County shall not be made or used without prior written approval of the Children and Family Services (CFS) Director or their designee, and shall include County approved branding.
- LL. IRAN CONTRACTING ACT 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Contractor agrees that signing the Contract shall constitute signature of this Certification.
- MM. Contractor shall comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C 6081 et seq.).

IV. COUNTY RESPONSIBILITIES

County shall:

- A. Determine the client's need for services, specify desired services in congruence with the child's/family case plan, and complete the CFS Referral Form (CFS 13.5E CWS). County does not guarantee a minimum number of referrals and/or clients.
- B. Provide consultation and technical assistance to support the Contractor in carrying out the terms of the Contract. This includes conducting Semi-Annual Contractors' Meetings and providing other periodic meetings for training and discussion purposes.
- C. Assign Services Coordinators who will communicate with the Contractor as required to facilitate and document delivery of services to CFS clients.
- D. Assign a Program Specialist who will act as a liaison between the County and Contractor.
- E. Review notification of additional Contractor's staff and provide written response to the Contractor.
- F. Monitor and evaluate the performance of Contractor in meeting the terms of the Contract and the quality and effectiveness of services provided.

G. Compensate Contractor in accordance with provisions outlined in Section V of this Contract.

V. FISCAL PROVISIONS

- A. The aggregate amount of payment under this Contract is a combined total for all CAPTS Contractors identified in the corresponding Board Agenda item and together shall not exceed \$10,262,840, of which up to \$6,270,540 may be federally funded, and shall be subject to the availability of funds to the County. The consideration to be paid to Contractor, as provided herein, per Maximum Fee Schedule (Attachment C) shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- B. Contractor shall be paid on a fee-for-service basis per Maximum Fee Schedule (Attachment C) only for services requested and authorized by County and satisfactory delivered by Contractor.
- C. Contractor shall not be compensated for client's missed or cancelled appointments.
- D. Cancelled Referrals – No further services are authorized for the referral. Services that have been provided on or before the date the provider receives a cancellation may be invoiced as usual.
- E. Contractor shall provide:
1. An itemized invoice to the County by the tenth (10th) day of each month for clients served during the previous month;
 2. Invoices submitted in a format that is acceptable to the County. Invoices must include client's name, Child Welfare Services/Case Management System (CWS/CMS) case number, Efforts-to-Outcome (ETO) number, date(s) of services(s), description of service, City Service Provided in, Staff License Type, Therapist/Facilitator Name, cost of service(s), and Supplemental Service, if provided; and
 3. County Referral Form CFS 13.5E CWS.
- F. Contractor invoices, shall identify services rendered by licensed staff, registered associates, or certified educators, and invoiced amount shall reflect approved rate, if applicable, per the Maximum Fee Schedule (Attachment C).
- G. Supplemental invoices can only be submitted after the quarter following the previous quarter's services/invoices. For example, any supplemental invoices for January-March, would be due by June of the same year.
- H. Only services provided by qualified staff and approved by CFS will be payable under this Contract.
- I. All travel expenses incurred are the responsibility of the Contractor.
- J. Contractor shall email invoices to the CAPTS Contract inbox (HSSCFS-CAPTSCONTRACTS@HSS.SBCOUNTY.GOV), via encrypted email.
- K. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- L. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- M. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

- N. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.

VI. RIGHT TO MONITOR AND AUDIT

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted. Contractor shall repay to the County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.
- C. Contractor 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.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three (3) years after final payment under the Contract or until all pending county, state, and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
- E. Contractor 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 Contractor.
- F. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
- G. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, Contractors expending \$750,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Code of Federal Regulations (CFR) – Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rqn=dv8 for further information.
- H. The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Health and Human Services:
93.556 Promoting Safe and Stable Families
- I. County is required to identify the Contractor Data Universal Numbering System (DUNS) numbers and Federal Award Identification Number (FAIN) in all County contracts that include Federal funds or pass through of Federal funds. This information is required in order for the County to remain

in compliance with Title 2 CFR Section 200.331, and remain eligible to receive Federal funding. The Contractor shall provide the Contractor name as registered in DUNS, as well as the DUNS number to be included in this Contract. Related FAIN will be included in this Contract by the County.

Contractor Name as registered in DUNS	New Day Recovery Center, Inc.
DUNS	078643869
FAIN	94-2358632

VII. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
- B. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- C. 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.
 - 1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
 - 2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - 3. Withhold funds pending duration of the breach; and/or
 - 4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
 - 5. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
- D. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

VIII. TERM

This Contract is effective as of July 1, 2022 and expires June 30, 2025, but may be terminated earlier in accordance with provisions of Section IX of the Contract. The Contract term may be extended for two (2) additional one-year periods by mutual agreement of the parties.

IX. EARLY TERMINATION

- A. The County may terminate the Contract immediately under Section V. Paragraph A, if funds are not available to the County, and under the provisions of Section VII, Paragraph C, Item 5 of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Executive Officer of Department Operations is authorized to exercise the County's rights with respect to any termination of this Contract.

- B. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
- C. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

X. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: New Day Recovery Center, Inc.
11800 Central Ave, Ste. 125
Chino, CA 91710

County: San Bernardino County
Children and Family Services
Attn: Budget and Administrative Services
150 S. Lena Road
San Bernardino, CA 92415-0515

- B. 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:

- 1. This Contract;
- 2. Attachments to this Contract, as indicated herein; and
- 3. Price lists, SOWs, and other documents attached hereto or incorporated herein.

- C. 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.

- D. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

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

- F. County discourages the purchase of equipment with funds received under this Contract. All equipment, materials, supplies or property of any kind (including publications and copyrights, etc.) which have a single unit cost of five hundred dollars (\$500) or more, including tax, purchased with funds received under the terms of this Contract and not fully consumed in one (1) year shall be the property of County and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County upon Contract termination.
- G. County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.
- H. All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section VIII, Term. Unless otherwise directed by County, Contractor may retain copies of such items.
- I. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- J. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- K. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- L. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the San Bernardino County, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- M. 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.
- N. 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 and enforceability of the remaining provisions shall remain in full effect.

- O. In the event that a subpoena or other legal process commenced by a third party in any way concerning the services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise proceed herein in connection with defense obligations by Contractor for County.
- P. This Contract supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between the County and Contractor 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.
- Q. 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

XI. CONCLUSION

- A. This Contract, consisting of thirty-one (31) pages and Attachments A, B, and C, is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. 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.
- D. IN WITNESS WHEREOF, the Board of Supervisors of the San Bernardino County has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

SAN BERNARDINO COUNTY

►

 Curt Hagman, Chairman, Board of Supervisors

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

Lynna Monell
 Clerk of the Board of Supervisors
 San Bernardino County

By _____
 Deputy

New Day Recovery Center, Inc.
(Print or type name of corporation, company, contractor, etc.)

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

Name Yaser Selim
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address 11800 Central Ave, Ste. 125
Chino, CA 91710

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, Interim Director
 Date _____



COMPLAINT AND GRIEVANCE PROCEDURE

INSTRUCTIONS: THE CLIENT IS TO READ AND RECEIVE A FULL COPY OF THIS FORM. THE BOTTOM PORTION OF THE FORM IS TO BE SIGNED AND DATED BY THE CLIENT. THE SIGNED COPY MUST BE PLACED IN THE CONTRACTOR’S FILE AND UPLOADED INTO BINTI.

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, 2nd 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.

COMPLAINT AND GRIEVANCE PROCEDURE CERTIFICATION

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

Client Name (Print) Client Signature Date



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 Y FECHADO POR EL RECIPIENTE DEL SERVICIO. EL FORMULARIO FECHADO DEBE SER COLOCADO EN LOS ARCHIVOS DEL CONTRATISTA Y SUBIDO A BINTI.

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.

Los siguientes procedimientos se deben seguir al presentar una denuncia o queja.

PRIMER PASO:

Escriba su denuncia o queja 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, Contracts Support Unit
ATTN: Program Specialist
825 E. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0079

- 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 ATTN: 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.

CERTIFICACIÓN DEL PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

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

Nombre del Cliente (imprima)	Firma del Cliente	Fecha



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, 2nd 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

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, 2nd 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 STATEMENT

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

New Day Recovery Center, Inc.

NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular 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

SIGNATURE

New Day Recovery Center, Inc.

ORGANIZATION

ATTACHMENT C – MAXIMUM FEE SCHEDULE

Standard Maximum Fees												
Service	Type	Licensed PhD or PsyD		Psychological Asst. or Registered Psychologist		LCSW/LMFT/LPCC		ACSW/AMFT/APCC		Certified Educator		Other
		In Person	Telehealth	In Person	Telehealth	In Person	Telehealth	In Person	Telehealth	In Person	Telehealth	
Individual Therapy	Per session/Per Client	\$120	\$110	\$80	\$70	\$110	\$100	\$55	\$50			\$10/hour premium for sessions provided after 5 pm or on the weekend when authorized by CFS on a Referral (13.5E). *\$20/hour premium for services provided in home when authorized by CFS on Referral (CFS 13.5E).
Group Therapy (max. 6 clients/group)	Per session/Per Client	\$65	\$55	\$50	\$40	\$65	\$55	\$35	\$30			*\$20/hour premium for services provided in home when authorized by CFS on Referral (CFS 13.5E).
Psychological Testing/Report	Per Testing	\$600										When authorized by CFS on Referrals (13.5E).
Psychological Evaluation/Report	Per Evaluation	\$1,200										When authorized by CFS on Referrals (13.5E).
Bonding/Attachment Assessment	Per Assessment	\$450										When authorized by CFS on Referrals (13.5E).
Testifying-Court Services	Per Hour	\$120				\$110						When authorized by CFS on Referrals (13.5E).
Non-Routine Report Writing	Per Hour	\$100				\$85						When authorized by CFS on Referrals (13.5E).
School Visits	Per Hour	\$110		\$80		\$110		\$55				When authorized by CFS on Referrals (13.5E).
Family/Couples Therapy (per family or couple)	Per Session	\$130	\$120	\$100	\$85	\$120	\$110	\$65	\$60			\$10/hour premium for sessions provided after 5pm or on weekend when authorized by CFS on a Referral (13.5E). *\$20/hour premium for services provided in home when authorized by CFS on a Referral (13.5E).
PCIT/Floor Play (per family)	Per Session	\$150		\$150		\$150						
Parent Education Classes (max. 15 clients per class to 1 facilitator)	Per Class/Per Client	\$30	\$25	\$30	\$25	\$30	\$25	\$30	\$25	\$30	\$25	*\$20/class premium for services provided in home when authorized by CFS on Referral (CFS 13.5E).
Anger Management Classes (max. 15 clients per class to 1 facilitator)	Per Class/Per Client	\$30	\$25	\$30	\$25	\$30	\$25	\$30	\$25	\$30	\$25	*\$20/class premium for services provided in home when authorized by CFS on Referral (CFS 13.5E).
Domestic Violence Classes (max. 15 clients per class to 1 facilitator)	Per Class/Per Client	\$30	\$25	\$30	\$25	\$30	\$25	\$30	\$25	\$30	\$25	*\$20/class premium for services provided in home when authorized by CFS on Referral (CFS 13.5E).
Life Skills Classes (max. 15 clients per class to 1 facilitator)	Per Class/Per Client	\$30	\$25	\$30	\$25	\$30	\$25	\$30	\$25	\$30	\$25	*\$20/class premium for services provided in home when authorized by CFS on Referral (CFS 13.5E).
Support Groups (max. 15 clients per group to 1 facilitator)	Per session/Per Client	\$30	\$25	\$30	\$25	\$30	\$25	\$30	\$25	\$30	\$25	
												*NOTE: Telehealth services are not eligible for premium for services provided in client's home.

Note: Only those individuals who maintain appropriate license/credentials for the titles shown above may provide the required services. In addition, these individuals may only provide the services listed that have an actual dollar amount indicated in the Standard Fee. Example: Only a Licensed PH.D./Psy.D may provide Psychological Testing or Evaluation/Reporting Writing Services, neither Psychological Assistants/Registered Psychologist, LCSW/LMFT/LPCC or ACSW/AMFT/APCC may perform these services under the terms of an awarded contract. Additionally, Standard Fees for Group Therapy and Family/Couples Therapy are paid per session, not per hour. (*) Requires Contractor to maintain \$1,000,000 automobile liability insurance.