

## Contract Number 21-991 A-1

**SAP Number** 4400018183

# **Children and Family Services**

<b>Department Contract Representative</b>	Amanda Figueroa		
Telephone Number	(909) 386-8146		
Contractor	Victor Community Support		
	Services, Inc.		
Contractor Representative	Sabrina Roye		
Telephone Number	(909) 522-4656		
Contract Term	January 1, 2022 through December		
	31, 2026		
Original Contract Amount	\$44,514,800		
Amendment Amount	NA		
Total Contract Amount	44,514,800		
Cost Center	501703100		

### IT IS HEREBY AGREED AS FOLLOWS:

### **AMENDMENT NO. 1:**

It is hereby agreed to amend Contract No. 21-991, effective December 19, 2023, as follows:

### I. DEFINITIONS

### Add Section I, Paragraphs JJJ and KKK to read as follows:

- JJJ. <u>Aftercare Services</u> Aftercare services, as defined in WIC Section 4096.6, are an array of integrated services and supports that are provided to a child for at least six (6) months post-discharge from an STRTP to a lower level of care, are family-based, and implemented as part of an individualized, child-specific transition plan in a manner that supports the child's permanency plan and meets specified standards, including environmental interventions, portable intensive treatment interventions, and parallel community services.
- KKK. <u>Family First Prevention Services Act (FFPSA)</u> Enacted as part of Public Law (P.L.) 115-123, the FFPSA authorized new optional Title IV-E funding for time-limited prevention services for mental health, substance abuse, and in-home parent skill-based programs for children or youth who are candidates for foster care, pregnant or parenting youth in foster care, and the parents or kin caregivers of those children and youth.

### II. CONTRACTOR SERVICE RESPONSIBILITIES

### Add Section II, Paragraphs G through L to read as follows:

- G. Receive self-referred Adoption Assistance Program (AAP) families for post adoption Wraparound services.
- H. Receive payment for post adoption Wraparound services directly from AAP families; families can pay for Wraparound services with AAP funds that they receive from CFS.
- I. Submit an adequate consent to release information signed by the client along with any request for the County to verify an applicant family's current AAP enrollment status.
- J. Make all efforts to secure funding through Medi-Cal whenever possible; efforts must be documented.
- K. Provide Wraparound services to children who require Aftercare services as they transition from an STRTP to a lower level of care using a Wraparound model as defined by the State of California; additional guidance may be received from the State and any additional requirements will be discussed and agreed upon by the County and provider. Aftercare youth do not require an open Foster Care case.
- L. Collaborate with the STRTP team to bridge services in the transition period, starting thirty (30) days before leaving the STRTP and for a total of six (6) months thereafter.

### IV. COUNTY RESPONSIBILITIES

### Add Section IV, Paragraph G to read as follows:

G. Identify FFPSA Aftercare youth on the Wraparound Program Referral form (CFS 32 WRAP).

### V. FISCAL PROVISION

### Add Section V, Paragraph WW to read as follows:

WW. The Aftercare rate for FFPSA youth will be paid on a fee for service basis paid at the current State rate, which may change according to regulation. Retained earnings and concurrent placement costs will not apply to payment for services administered to children referred by the County for FFPSA Aftercare services.

### X. GENERAL PROVISIONS

### Add Section X, Paragraphs S and T to read as follows:

- S. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions), as well as any sanctions imposed under state law (https://www.dgs.ca.gov/OLS/Ukraine-Russia). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.
- T. Contractor has disclosed to the County using Attachment F Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the

date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Purchasing Department. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer for 12 months after the County's consideration of the Contract.

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

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

### **ATTACHMENTS**

Add Attachment F – Campaign Contribution Disclosure (SB 1439).

### All other terms and conditions of Contract No. 21-991 remain in full force and effect.

SAN BERNARDINO COUNTY

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

SAN BERNARDING COUNTY	SERNARDINO COUNTY Victor		r Community Support Services, Inc.	
		(Print or type n	name of corporation, company, contractor, etc.)	
•		В		
		y <u></u>		
Dawn Rowe, Chair, Board of Supervisors	S		(Authorized signature - sign in blue ink)	
Dated:		Name Ed	ward E. Hackett	
SIGNED AND CERTIFIED THAT A COPY OF THIS			(Print or type name of person signing contract)	
DOCUMENT HAS BEEN DELIVERED T	O THE			
CHAIRMAN OF THE BOARD		Title Chief Financial Officer		
Lynna Monell			(Print or Type)	
Clerk of the Board of			7, 7	
of San Bernardino Co	ounty			
В		Data		
y Deputy		Dated:		
Бериту				
		Address	1360 East Lassen Avenue	
		(	Chico, CA 95973	
FOR COUNTY USE ONLY Approved as to Legal Form	Reviewed for Contract C	Samplianas	Reviewed/Approved by Department	
Approved as to Legal Form	Reviewed for Contract C	compliance	Reviewed/Approved by Department	
<b>&gt;</b>	<b>•</b>		<b>•</b>	
Kaleigh Ragon, Deputy County Counsel	Patty Steven, HS Contracts Manager		Jeany Zepeda, Director	
Date	Date		Date	



# ATTACHMENT F Campaign Contribution Disclosure (SB 1439)

### **DEFINITIONS**

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

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

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

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

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

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

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

N/A			
3. Name of agent of Con	tractor:		
•	any Name	Agent	(s)
N/A		N/A	
L. Name of any known lo	bbyist(s) who active	y supports or opposes this matter:	
Comp	any Name	Conta	ct
N/A		N/A	
		1	
		cipal and Agent(s)) that will be providit actively supports the matter <u>and</u> (2) ha	
decision and (3) will be	e possibly identified	n the contract with the County or board	I governed special district.
	e possibly identified	n the contract with the County or board	
decision and (3) will be	e possibly identified	n the contract with the County or board	I governed special district.
decision <u>and</u> (3) will be Company Name	e possibly identified  Subco	n the contract with the County or board  ntractor(s):  Principal	I governed special district.
decision and (3) will be Company Name	e possibly identified  Subco	n the contract with the County or board  ntractor(s):  Principal	I governed special district.
Company Name  N/A	Subco	n the contract with the County or board  ntractor(s):  Principal	and//or Agent(s):
Company Name  N/A	Subco	n the contract with the County or board  ntractor(s):  Principal  N/S	and//or Agent(s):
Company Name  N/A  6. Is the entity listed in Q  7. Name of any known income	Subcon No.1 a non Yes X	n the contract with the County or board  ntractor(s):  Principal  N/S  rofit organization under Internal Revenue	and//or Agent(s):  ue Code section 501(c)(3)?  who may (1) actively suppo
Company Name  N/A  S. Is the entity listed in Q  Name of any known incorroppose the matter s	Subcon No.1 a non Yes X	ntractor(s):  Principal  N/S  Principal  N/S  Tofit organization under Internal Revenue  No   who are not listed in Questions 1-5, but	and//or Agent(s):  ue Code section 501(c)(3)?  who may (1) actively support of the decision:

listed in Question Nos. 1-7?

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

### ATTACHMENT F

	Yes ☐ If <b>yes</b> , please continue to complete this form.
9.	Name of Board of Supervisor Member or other County elected officer: N/A
	Name of Contributor: N/A
	Date(s) of Contribution(s): N/A
	Amount(s): N/A
	Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

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