



**Contract Number**

**SAP Number**  
4400019684

## Children and Family Services

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<b>Contract Term</b>	<u>July 1, 2022 through June 30, 2025</u>
<b>Original Contract Amount</b>	<u>\$880,102</u>
<b>Amendment Amount</b>	<u></u>
<b>Total Contract Amount</b>	<u>\$880,102</u>
<b>Cost Center</b>	<u>5017061000</u>

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, San Bernardino County, hereafter referred to as "County", desires to make Kinship Support Services Program services available in various locations throughout San Bernardino County as a way to increase the placement stability and safety of children who are in the care of relatives by providing support services to the relative caregivers; and

**WHEREAS**, County has been allocated funds by 2011 Realignment to provide such services; and

**WHEREAS**, County finds Greater Hope Foundation for Children, Inc. dba A Greater Hope, hereafter referred to as "Contractor", qualified to provide Kinship Support Services Program 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. California Department of Social Services (CDSS) – 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.
- B. Caregiver Skills Training – Caregiver Skills Training provides caregivers with enhanced understanding and proficiency in the care of Kin-children, Kin-youth, and/or Kin-young adults, as well as caregivers’ self-care and well-being. Training may be administered as a stand-alone class or workshop.
- C. Case Management – Case Management is 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. It promotes quality and cost-effective interventions and outcomes.
- At its core, Case Management is about transforming lives through individualized care and services so clients can meet their goals. The five (5) key components that comprise the Case Management definition are Intake, Needs Assessment, Service Planning, Monitoring, and Evaluation.
- Case management activities include linking the client 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.
- D. Case Manager – Case Managers provide long-term case management for caregivers and youth. A Case Manager must possess a Bachelor’s Degree in Social Work or a closely related field. Preference should be given to those with at least two (2) years of child welfare or case management experience. During extraordinary circumstances (e.g., difficulty hiring candidates who meet required qualifications), and with CFS approval, Case Manager required qualifications may be modified.
- E. Child – Child refers to any individual up to the age of eighteen (18).
- F. Child and Family Team (CFT) Meeting – A CFT Meeting is a gathering of family members, fictive kin, friends, and other invested stakeholders who join to strengthen a family and provide protection and a care plan for the child to achieve child safety, permanency, and well-being.
- G. Children and Family Services – CFS is the San Bernardino County department that administers programs designed to address child abuse and neglect. CFS provides family-centered programs and services that strengthen, preserve, and ensure children have access to safe and permanent family units. CFS provides support for families to reduce risk and harm to children, improve parenting skills, and develop strong social support networks for families.
- H. Client – A Client is an at-risk relative caregiver, Kin-child, or Kin-young adult who is eligible for and receives Kinship Support Services from a CFS approved Kinship Support Service Provider. Eligibility for Kinship Services depends on the needs of the client and the funding requirements.
- I. Community Partners – Community Partners are agencies, community-based organizations, and faith-based organizations (in the contractor’s sphere of influence) with which CFS and the Kinship Family Resource Center collaborate on behalf of Kinship Families. Kinship Family Resource Centers provide programs and services to strengthen, support, and meet the needs of Kinship Families and restore a strong sense of community.
- J. Cost Reimbursement – Cost reimbursement is a contract pricing method under which allowable and reasonable costs incurred by a contractor in the performance of a contract are reimbursed in accordance with the terms of the contract.
- K. County – County, as used throughout this document, including its possessive form (County’s), refers to San Bernardino County.

- L. Crisis Case Management – Crisis Case Management is comprised of non-therapeutic crisis intervention services provided when a family experiences a crisis or an episode of instability.
- M. Crisis Case Manager – Crisis Case Managers provide short-term case management for caregivers and youth in crisis, especially in situations with older youth, to help stabilize the placement. Must possess at least a Bachelor's Degree in Social Work or closely related field, and two (2) years of child welfare or similar case management experience; those possessing a Master's Degree in Social Work or closely related field should be considered first. During extraordinary circumstances (e.g., difficulty hiring candidates who meet required qualifications), and with CFS approval, Crisis Case Manager required qualifications may be modified.
- N. Cultural Competency – The acceptance and understanding of cultural mores and their possible influence on the participant's issues and/or behavior, i.e., using the understanding of the differences between the prevailing social culture and that of the participant's family to aid in developing individualized supports and services. This includes the ability to work competently and in affirming manner with the Lesbian, Gay, Bisexual, Transgender and Questioning (LGBTQ) population.
- O. Daily Living Skills – Daily Living Skills are everyday skills that enable youth and young adults to live successfully on their own in the community. Daily Living Skills Classes may include age appropriate living skills such as the following:
  - a. Grocery shopping, cooking, hygiene, appropriate boundaries, etc.;
  - b. Money management;
  - c. Decision making;
  - d. Building self-esteem;
  - e. How to apply for financial aid/scholarships for college/vocational schools;
  - f. How to locate appropriate, affordable housing;
  - g. How to find and keep a job; and
  - h. How to find/complete college/vocational school.
- P. Healthcare Management /Advocacy – Healthcare advocacy including assisting the caregiver to write questions to ask their medical practitioners about their health concerns.
- Q. Human Services (HS) – 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.
- R. Immediate Response – An immediate response in child welfare requires a social worker to respond in person when a child is determined to be in immediate danger during initial evaluation.
- S. Individual Education Plan (IEP) – An IEP is a plan that meets the unique educational needs of the child, as mandated by the Individuals with Disabilities Education Act (IDEA). The IEP must be tailored to the individual student's needs as identified by the evaluation process and must help teachers and related service providers understand the student's disability and how the disability affects the learning process.
- T. Inland Regional Center – Inland Regional Center is a nonprofit, private community-based agency that assists in obtaining services and support for individuals with developmental disabilities in San Bernardino and Riverside Counties.
- U. Kin-child(ren) – Kin-child(ren) is (are) an individual up to the age of eighteen (18) years who is (are) not the biological or adoptive child(ren) of the relative or Non-Related Extended Family Member (NREFM) in whose home the child(ren) resides.

- V. Kinship Care – Kinship Care refers to any living arrangement in which a relative takes on the primary responsibility for rearing the child of an extended family member. Typically, the child’s birth parent is not present in the household.

Types of Kinship Care:

Resource Family Foster Care/Formal:	Resource Family Foster Care/Formal is a placement in which the Juvenile Court grants the Child Welfare Agency supervision of a child removed from his/her home due to abuse and/or neglect and the agency relies on an extended family member to act as licensed Resource family to the child.
Ward:	A ward is a child or youth removed from his/her home due to juvenile offense(s) for which the Juvenile Court grants the Probation Agency supervision of that child or youth. The agency relies on an extended family member to act as the formal caregiver to the child or youth.
Private/Informal:	Private/informal (or informal Foster Care) Foster Care is placement of a child that takes place without the involvement of a Child Welfare Agency. The placement is usually arranged informally within the child’s family (birth and extended).

- W. Kinship Support Services Program (KSSP) – KSSP, authorized under Welfare and Institutions Code Section 16605, links community-based resources and services to children and young adults living with relative caregivers and Non-Related Extended Family Members (NREFM). The primary purpose of KSSP is to:

- a. Increase placement stability and safety of children in kin-care;
- b. Decrease risk of dependency of children and young adults raised by relatives;
- c. Increase caregiver capacity to provide appropriately for the children’s basic needs, nurturing, discipline, academic needs, cultural enrichment/opportunities, etc.; and
- d. Decrease caregivers’ feeling of isolation and stress.

KSSP offers various services, which can include the following:

- a. Case Management;
- b. Healthcare Management/Advocacy;
- c. Family and Youth Recreation;
- d. Support Groups;
- e. Educational Seminars;
- f. Tutoring and Educational Advocacy;
- g. Supportive Counseling;
- h. Guardianship Support;
- i. Family Conferencing;
- j. Respite Care;
- k. Guardianship Clinics; and
- l. Referrals and Advocacy.

- X. Kin-young adult – A Kin-young adult is any individual up to the age of twenty-one (21) years residing in the home of a relative or Non-Related Extended Family Member (NREFM) who is not the individual’s birth parent.

- Y. Mentoring Services – Services offered to Kin-caregivers/children to befriend, support, and build a personal relationship of trust and respect with the mentee. Experienced caregivers guide less experienced caregivers through difficult caregiving experiences and educate him or her on issues related to Kin-caregiving. Adult volunteers work together with program staff to provide support and guidance to Kin-children and youth by integrating a variety of themes into the program including, but not limited to, conflict resolution, goal setting, tutoring, involvement in sports, etc. Mentoring can include both one-on-one and peer group mentoring.
- Z. Non-Case Managed – Services that consist of all support services identified by the caregiver as needed/desired by family, but which do not require oversight and coordination by Case Manager (e.g., support group participation, recreational activities, and tutoring).
- AA. Non-Related Extended Family Member (NREFM) – A NREFM, also called “Fictive Kin”, is any adult caregiver who has an established familial or mentoring relationship with the child or young adult and who does not fall within the fifth degree of kinship, as defined in Welfare and Institutions Code (WIC) Section 319. An example might be a second cousin or godparent.
- BB. Non-Therapeutic Crisis Intervention – Non-Therapeutic Crisis Intervention is a case management service that assists a family who may be experiencing an acute need. Non-Therapeutic Crisis Intervention services may include providing guidance to a family experiencing potential disruption due to difficult family dynamics, financial crisis, lack of necessary resources, and referrals to mental health professionals. The intervention timeframe is limited to the length of time required to resolve the emergent need.
- CC. Outcomes – Outcomes are a measurement of indicators that determine whether a program has achieved its intended goals and objectives.
- DD. Outreach – Outreach is a coordinated plan to increase community awareness of Kinship program interventions to the targeted population for the purpose of increasing access to program services.
- EE. Relative – Relative refers to an adult who is related to the child or young adult by blood, adoption, or affinity within the fifth degree of kinship. Examples of a relative may include 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.
- FF. Relative Caregiver – Relative Caregivers are relatives other than the birth parent who take on the primary responsibility for rearing a child or young adult. Relative Caregivers are also known as Kin-caregiver, Kin-Care Provider, Kinship Caregiver, relative Care Provider, or Resource Family.
- GG. Respite – Respite is short-term, temporary relief for a caregiver from the daily challenges of caregiving. Respite is provided to relative caregivers to help to sustain the caregiver’s health and well-being, reduce caregiver stress and isolation from their peers, and reduce the likelihood of abuse and neglect of the children in their care. Planned and crisis respite can occur in out-of-home and in-home settings depending on the needs of the family and available resources. Planned and crisis respite is a vital part of the continuum of family services intended to reduce family stress, support family stability, prevent abuse and neglect, and minimize the need for out-of-home placements. Respite is an important family preservation and family support service.
- HH. Safety-Organized Practice (SOP) – SOP is a holistic approach to a collaborative teamwork in child welfare that seeks to build and strengthen partnerships within a family, their informal support network of friends and family, and the Child Welfare Agency. SOP utilizes strategies and techniques in line with the belief that a child and his/her family is the central focus and that the partnership exists to find solutions that secure the safety, permanency, and well-being of the children.
- II. Supplemental Security Income (SSI) – SSI is the federally funded program that provides monthly benefit payments to individuals who are aged, blind, or disabled, and have limited assets and low income.

- JJ. Support Group – Support Group refers to a group of two (2) or more caregivers led by a facilitator with the purpose of providing the caregivers with a forum to exchange “historic”, information, encouragement, hope, and support.
- KK. Target Population – The Target Population refers to the persons to be served by contract(s) resulting from the RFP. In this case, the Target Population includes relative caregivers/NREFM, Kin-children, and Kin-young adults who reside in their homes and require support services to increase their safety and stability in the home. They include:
  - a. Relative caregivers and the children/youth placed in the homes by the Juvenile Court;
  - b. Relative caregivers/NREFM and the children/youth who are living with them who are at risk of dependency or delinquency;
  - c. Relative caregivers who are the legal guardian or adoptive parent of formerly dependent children; and
  - d. Relative caregivers/NREFM with children/youth in voluntary/informal placements.
- LL. Transitional Conference – A Transitional Conference is a youth-driven CFT meeting, which ensures the youth is prepared to successfully transition out of the Child Welfare System having addressed all the youth’s issues in the youth’s life domains including, but not limited to, housing, college entrance and job readiness.
- MM. Trauma-Informed Practice (TIP) – TIP is a way of providing services by which social workers recognize the prevalence of early adversity in the lives of clients, view presenting problems as systems of maladaptive coping, and understand how early trauma shapes a client’s fundamental beliefs about their world and how their beliefs affect their actions. The five (5) primary principles of trauma-informed practice are:
  - a. Safety, which includes creating spaces where people feel culturally, emotionally, and physically safe, as well as, an awareness of an individual’s discomfort or uneasiness;
  - b. Transparency and trustworthiness;
  - c. Choice;
  - d. Collaboration and mutuality accounting; and
  - e. Empowerment.
- NN. Tutoring Referrals – Referrals provided for individuals needing assistance/skills with homework instruction for Kin-child or Kin-young adult.
- OO. Warm Line – A free and confidential telephone service available for Kinship Caregivers to receive emotional support and information about how to access community resources referrals and parenting programs supports.

## II. **CONTRACTOR SERVICE RESPONSIBILITIES**

The Contractor shall:

- A. Have a minimum of three (3) years of experience providing similar services.
- B. Have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement.
- C. Have the ability to maintain adequate files and records, meet statistical reporting requirements, and have the capacity to secure client information.
- D. Have the administrative and fiscal capacity to provide and manage the proposed services and to ensure an adequate audit trail.
- E. Provide at least one (1) facility in the targeted geographic region:

1. North Desert (Region 3): Adelanto, Apple Valley, Barstow, Hesperia, Needles, Phelan, Trona, Victorville, Yucca Valley and surrounding areas.

F. Provide a facility that:

1. Is located in a safe area within the targeted geographic area;
2. Visibly identifies and markets the availability of KSSP services;
3. Is accessible to public transportation;
4. Has adequate parking;
5. Complies with the Americans with Disabilities Act;
6. Meets zoning and fire clearance requirements;
7. Is well-lit and has a warm, friendly atmosphere, including, but not limited to a welcoming reception area and staff;
8. Has hours of operation that, at a minimum, fall into the traditional 8:00 AM to 5:00 PM business hours;
9. Offers extended business hours in order to accommodate the varying needs of the communities in which they are located;
10. Maintains a plan for crises occurring outside of normal and/or extended business hours;
11. Has adequate space for offices and for indoor group activities (e.g. support groups, training workshops, recreation), a play area or access to a park/play area, a kitchen, and an area for group meals;
12. Has space for clothes and/or a food closet, library and storage; and,
13. Has been visited, inspected, and approved by the County prior to operation.

G. Provide Crisis Case Management. When a family experiences a crisis or an episode of instability, in addition to general case management services, the full-time Crisis Case Manager will:

1. Conduct an assessment with the family within three (3) business days;
2. Develop, in coordination with the mentor and the family, a case plan which clearly identifies presenting problem(s), goals(s), and specific activities to reach identified goal(s);
  - a. Crisis case plan shall not exceed ninety (90) days per episode, and
  - b. Services shall be short-term, solution-focused, and based on family needs.
3. Make phone calls and at least one (1) home visit once a week during the first month, with more frequent contacts during difficult times. Further contacts with the family should be guided by the case plan;
4. Link family to local community resources;
5. Reevaluate for another ninety (90) days of service if presenting problem(s) has not been resolved within the initial time frame;
6. Document referrals made to other agencies, measure outcomes, and close case when the presenting problem/episode is resolved;
7. Measure outcomes that will include, but are not limited to, number of clients served through non-therapeutic crisis intervention, case management services, length of time to respond, length of service episode, types of goal(s), whether or not the goal(s) was reached, number of episodes for each family, length of time between episodes, and client satisfaction;
8. Provide weekly case supervision (individual or group) to Family Mentors;

9. Collaborate with CFS in the development of a case management system and a staff training plan;
  - a. Non-Case Managed Services shall consist of all support services identified by the caregiver as needed/desired by family but which do not require oversight and coordination by Case Manager (e.g., support group participation, recreational activities, tutoring).
  - b. Provide additional Contractor-supplied support services or services obtained through formal collaborative relationships with another provider of said services.
  
- H. Enroll at a minimum thirty-five (35) new kinship families per service region during each fiscal year. Qualifying enrollments include a newly enrolled family that has attended at least one (1) activity held at the Kinship site (e.g., support group, training session, etc.) or organized by the Kinship Services Provider (e.g., recreational event) within three (3) months of enrollment.
  1. "Enrollment" is defined as completion of documents required by the County for the collection of data regarding the need for and utilization of Kinship Services in San Bernardino County.
  2. "Newly enrolled family" is defined as a family that has never been enrolled at the Kinship Site or has not participated in kinship-sponsored activities, for a period of six (6) months or more prior to being reactivated for participation. A "newly enrolled family" shall also be defined as a family that has transferred from one (1) San Bernardino County Kinship site to another site.
  
- I. Provide center and community-based family support services to relative caregivers and the Kin-children or Kin-young adults placed in their homes, voluntarily or by the Juvenile Dependency Court, Juvenile Delinquency Court, or the Family/Probate Court. Family support services shall include, but are not limited to:
  1. Receiving referrals from CFS and other agencies, and through client self-referral;
  2. Assessment of Kinship Family needs and related Case Management services including Crisis Case Management;
  3. Social services referral and intervention services aimed at maintaining cohesiveness and wellbeing of the Kinship Family (e.g., respite care, support groups, recreational activities, and Child and Family Teams);
  4. Transportation for educational, after-school and recreation activities hosted or arranged by the Kinship Family Resource Center and medical care/appointments, if the caregiver needs transportation. Transportation to recreational or other group activities may be provided via center-owned/leased van, or provided by the center through a formal agreement with a public transportation company. In the case of transportation for individual families, transportation needs may be accommodated by providing bus tickets/passes or gasoline (gift) cards. Families may also make informal arrangements among themselves to carpool;
  5. Information and referral services (e.g., housing, legal services, recreational activities, and child care);
  6. On-site child/youth activities that are concurrent with site-based caregiver activities;
  7. Individual and group counseling/training in the area of parent-child relationships and conflict resolution;
  8. Counseling and referral services aimed at promoting permanency (including Kinship adoption and guardianship);
  9. Referral services aimed at promoting permanency (including Kinship adoption and guardianship);
  10. Advocacy services;

11. Tutoring referrals for children/youth/young adults;
  12. Mentoring for children/youth/young adults –all mentors must be trained on the mission of KSSP and obtain Department of Justice (DOJ), Federal Bureau of Investigation (FBI), and Child Abuse Central Index (CACI) clearances prior to providing services.
  13. Post-permanency support services;
  14. Warm Line supportive counseling;
  15. Daily Living Skills instruction for non-Court, dependent adolescents (14 – 21 years of age) living in the home of a relative caregiver;
  16. Daily Living Skills instruction for Kin-young adults (up to 21 years of age) living in the home of a relative caregiver, in peer group or one-on-one format;
  17. Caregiver Skills training, including, but not limited to:
    - a) Caregiver/parenting skills;
    - b) Trauma-informed practice (TIP) care;
    - c) Healing and wellness (self, child, and young adult);
    - d) Cardiopulmonary resuscitation CPR/First Aid;
    - e) Child/youth/young adult safety (e.g., cyber safety, relationships);
    - f) Permanency planning (e.g., legal guardianship, adoption);
    - g) Child abuse and neglect reporting;
    - h) Grief and loss intervention services;
    - i) Child and Family Teams and CFT Meetings,
    - j) Education in accordance with the child or young adult’s IEP;
    - k) Healthy family relationships;
    - l) Special health care needs (Immediate Response, Inland Regional Center, Supplemental Security Income); and,
    - m) Accessing community resources including CFS Independent Living Programs (ILPs).
  18. Quarterly newsletter to include, at a minimum, an educational article and a listing of upcoming Kinship-related activities/events scheduled at the center and in the community;
  19. Services in a culturally and linguistically diverse and competent manner;
  20. Utilize appropriate language translation and interpretation services (with prior written approval from the County) as needed for services provided to children and families; and,
  21. Possess TIP knowledge and training, and be able to apply its concepts to engage the challenges of grief and loss, as appropriate (see <http://www.nctsn.org/> for further information on TIP). Preference may be given to evidence based/informed programs (see <http://cebc4cw.org/> for information on evidence based/informed programs).
- J. Provide supervision and ongoing trainings for staff, as appropriate.
- K. Attend training administered by the County. This includes Contractor staff. Topics include, but may not be limited to:
1. Safety Operated Procedure (SOP) Review;
  2. Mandated Reporting of Abuse;
  3. Team Meetings (e.g., CFTs, Transitional Conferences, and TDMs);

4. County Resources;
  5. Trauma-informed Practice (TIP);
  6. Planning and writing grants and proposals; and
  7. Permanency.
- L. Provide services to caregivers from the outlying communities based on the center closest to the Kinship Family's residence (e.g., Contractor in Region 1 will accept families from Crestline; Region 2 will accept families from Mt. Baldy; and Region 3 will accept families from Barstow). Services to families in remote areas may be limited to information, referral, and the caregiver's ability to arrange or provide transportation to his/her family to center-based/sponsored activities.
- M. Provide at each regional KSSP facility:
1. A warm, inviting, accepting, and non-threatening environment.
  2. An accessible location where Kin-caregivers and their Kin-children or Kin-young adults can receive the emotional support and material assistance they need in a warm, inviting, and accepting environment.
  3. An administrative oversight of the KSSP. Achievement of KSSP goals and objectives will require a working collaboration between KSSP providers, the County, the community, and Kinship Families.
- N. Develop and implement a plan for ongoing financial support of the Kinship Family Resource Center. This will include but is not limited to the following:
1. Preparing and submitting at least three (3) funding proposals per year to public and private sources. A copy of proposals shall be sent to the County;
  2. Recruiting and utilizing volunteers to implement certain program activities; and,
  3. Seeking and accepting monetary and other contributions.
- O. Utilize relative caregivers as employees and volunteers of the program (e.g., family advocates, tutors, transporters, clerical support.) Additional staff hired outside of relative caregivers must have certifications and meet qualifications necessary to fill the positions.
- P. Perform client assessments as required by the funding source, or if none specifically required, conduct an initial assessment of Kinship Family needs at intake and follow-up assessments at least annually thereafter. For "newly enrolled families", conduct new initial assessment and follow-up assessments at least annually.
- Q. Complete and submit to the County monthly reports containing relevant statistical, anecdotal data, and outcomes on financial support proposals and outreach and engagement activities. The County will provide the format for the monthly report.
- R. Develop and implement plans for:
1. Ongoing marketing of KSSP to the community;
  2. Conducting outreach and engagement activities to target population;
  3. Resource development and collaboration with community partners. Contractor agrees to have information about Kinship Family Resource Center's services added to 2-1-1 and AARP Grandparent Information Center no later than three (3) months after the effective date of the contract; and,
  4. Translating materials into Spanish and any other languages identified by the County as necessary.
- S. Utilize a secure and encrypted computerized system to track program data for outcome information and management reports as required. Related training will be provided by the County or its delegate as needed.

- T. Develop activities and provide case management for all services provided through KSSP in a manner consistent with a community-based KSSP model.
- U. Ensure Crisis Case Manager staff possess a Bachelor's Degree in Social Work or closely related field and two (2) years of child welfare or similar case management experience; those possessing a Master's Degree in Social Work or closely related field should be considered first. During extraordinary circumstances (e.g., difficulty hiring candidates who meet required qualifications), and with CFS approval, Case Manager required qualifications may be modified.
- V. Demonstrate, at a minimum, a ten percent (10%) cash or in-kind match other than funding provided by San Bernardino County.
- W. Provide culturally sensitive kinship family support services that target specific ethnic/racial populations, especially African-Americans.
- X. Provide ongoing training for staff providing kinship services including, but not limited to cultural competency, understanding, and effectively interacting with individuals of different ethnicities, cultures, and backgrounds without discrimination.
- Y. Provide services in the appropriate language, in a culturally sensitive manner and setting accessible to diverse communities.
- Z. Provide services in a culturally competent manner by recruiting, hiring and maintaining staff who can respond and provide services to the diverse population being served.
- AA. Recruit, promote and support a culturally and linguistically diverse workforce that is responsive to and represents the service population. This includes trained and competent bilingual staff.
- BB. Utilize the demographic make-up and population trends of the service area to identify the cultural and linguistic needs of the eligible service population.
- CC. 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 to provide input regarding practices and ensure equity, cultural and linguistic appropriateness.
- DD. Communicate and provide opportunities for individuals and communities of color within the regions served to provide feedback on progress and outcomes achieved by the County to address disparities in family stability, health and mental wellness, education, employment and, housing challenges faced by the specific communities they serve.
- EE. Provide bilingual services in the language identified by client(s) and child(ren).
- FF. Develop and implement policies relating to cultural diversity and equity as provided by the County. Contractor shall document efforts to provide services in a culturally competent manner. Documentation may include, but is not limited to:
  - a. Records in personnel files attesting to efforts made in recruitment and hiring practices;
  - b. Participation in County-sponsored and other cultural competency training;
  - c. Availability of literature in multiple languages and formats as appropriate; and
  - d. Identification of measures taken to enhance accessibility for, and sensitivity to, physically challenged communities.
- GG. Work closely with CFS Placement Resource Division, HS Program Development Division, and the Kinship Advisory Council (KAC).
- HH. Attend monthly CFS contract meetings to coordinate and collaborate KSSP objectives. The meetings shall include, but are not limited to, KAC, Joint Program Coordination Meeting (JPCM), and Semi-Annual Contractors Meeting (SACM). The County will work closely with the Contractor during the program implementation period.

### 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 department regulations, including, but not limited to Title 48 Code of Federal Regulations (CFR), Chapter 1, Subchapter B, Part 9.4. By signing this Contract, Contractor certifies that:
1. Neither it nor its principals is 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 BB 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 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](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 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 email at: [HSPrivacySecurityOfficer@hss.sbcounty.gov](mailto: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 welfare 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.

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 shall adhere to the County's Travel Management Policy (08-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In

addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

BB. 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.

- CC. 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.
- DD. 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.
- EE. 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 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.

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

GG. 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.).

HH. 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.).

II. 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.

- JJ. 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.
- KK. 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.
- LL. 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 CFS Director or their designee, and shall include County approved branding.
- MM. 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.
- NN. Contractor shall comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C 6081 et seq.).

#### **IV. COUNTY RESPONSIBILITIES**

- A. Compensate the Contractor per provisions of Section V of this Contract.
- B. Provide consultation, technical assistance and administrative oversight in implementing the terms of the Contract.
- C. Monitor and evaluate the performance of the Contractor in meeting the terms of the Contract and the quality and effectiveness of services provided.
- D. Review and approve/deny activity calendars and budget revisions received from Contractor. Notify Contractor of County decision in a timely manner.
- E. Provide forms to Contractor as necessary.

#### **V. FISCAL PROVISIONS**

- A. The maximum amount payment under this Contract shall not exceed \$880,102, and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- B. Payment Method and Schedule:

1. Reimbursements for items reflected on the Program Budget (Attachment C) shall be payable by Contract funds on a monthly basis.
  2. County shall reimburse Contractor for only those services and expenses specified in this Contract. Payments will be processed by County after receipt of:
    - a. Line item invoice of program expenditures incurred and salary earned for month ended;
    - b. Monthly reports as described in Section II, Paragraph Q.
- C. Contractor's invoices are to be submitted to the following address:
- San Bernardino County  
Children and Family Services  
Attn: Budget and Administrative Services  
150 S. Lena Road  
San Bernardino, CA 92415-0515
- D. 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.
  - E. Cost 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.
  - F. 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.
  - G. 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.
  - H. Upon written demonstration of need by Contractor and at the option of County, funds may be advanced to Contractor by County upon approval of the Assistant County Executive Officer of Department Operations. Any such advance will cause the amounts payable to Contractor in subsequent months to be reduced to the amount determined by dividing the balance left by the number of months remaining in the contract term. No advance will increase the amount shown in Paragraph A of this Section. In the event of early termination, the Contractor shall pay the remaining balance due to the County within thirty (30) calendar days.
  - I. The Contractor shall request a budget amendment, in writing, in advance of expenditures: 1) when aggregate expenditures are expected to exceed an approved budgeted line item by more than fifteen (15%) percent; or 2) to add a new budget line item. No budget revision may result in an increase of the maximum dollar amount stated in Paragraph A, of this Section. The written request must specify the changes requested, by line item and amount, and must include justification. Prior to implementation of a budget revision, the County shall approve (or deny) the budget revision request. The County has the authority to approve line item budget changes to the budget herein, as long as these changes do not exceed the total contract amount. County shall notify the Contractor in writing of the status of the budget revision request within fourteen (14) calendar days of receipt of the Contractor's written request. The County reserves the right to deny the Contractor's invoice for expenditures in excess of the approved budgeted line item amount.
  - J. Upon receipt of additional funding sources, Contractor shall notify County within five business days, in writing, of funding sources and amounts received.

- K. Contractor shall demonstrate the existence of a ten percent (10%) cash or in-kind match, other than funding provided by the State Department of Social Services. The required match is \$29,337 per year and must be for allowable costs, which include but are not limited to, rent, utilities, supplies, and personnel (volunteer). Any cash or in-kind match shall be reported on the monthly invoice and must be supported by appropriate documentation.
- L. Reimbursements under this contract will be limited to the obligations and expenditures specified in the Program Budget, included in Attachment C. Such specified expenditures will be further limited to those which are considered both reasonable and necessary, that is, those which in nature and amount do not exceed what would be incurred by an ordinarily prudent person in the conduct of competitive business. Contractor agrees County may recover any payments for goods and services (including rental of facilities), which were not reasonable and necessary or which exceeded the fair market value. The recovery shall be limited to payments over and above reasonable or fair market amounts, and any costs of recovery.
- M. Contractor shall submit a monthly report to Children and Family Services – Budget and Administrative Services, by the tenth (10<sup>th</sup>) calendar day of the month for the previous month of service. The monthly report consists of the monthly budget report (invoice), monthly program statistical report, and monthly program narrative report, which will describe service delivery activity and clearly describe progress toward meeting service delivery goals agreed to in Section II. County will provide forms for the report.
- N. If availability of funding to the County is decreased, Contractor shall submit a budget revision to County based on the new funding amount.

#### **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&rgn=dv8](http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8) for further information.

## **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 or his/her designee 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 non-cancelable 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: Greater Hope Foundation for Children, Inc. dba A Greater Hope  
14344 Cajon Ave., Suite 102  
Victorville, CA 92392

County: San Bernardino County  
Human Services  
Attn: Contracts Unit  
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. The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.
- 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 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 30 pages and Attachments A through 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 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

GREATER HOPE FOUNDATION FOR  
CHILDREN, INC. DBA A GREATER HOPE  
*(Print or type name of corporation, company, contractor, etc.)*

►  
\_\_\_\_\_  
Curt Hagman, Chairman, Board of Supervisors

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

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

Name Helena Lopez  
*(Print or type name of person signing contract)*

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

Title Chief Executive Officer  
*(Print or Type)*

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

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

Address 14344 Cajon Ave., Suite 102  
Victorville, CA 92392

**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 \_\_\_\_\_



Human Services

COMPLAINT AND GRIEVANCE PROCEDURE

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

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

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

STEP ONE:

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

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

STEP TWO:

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

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

STEP THREE:

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

HS Program Development Division, Contracts Support Unit
ATTN: Program Specialist
825 E. Hospitality Lane, 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.

Detach here

COMPLAINT AND GRIEVANCE PROCEDURE CERTIFICATION

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

Client Signature

Date



## COMPLAINT AND GRIEVANCE PROCEDURE

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

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

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

### STEP ONE:

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

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

### STEP TWO:

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

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

### STEP THREE:

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

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

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

### STEP FOUR:

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

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

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

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



**PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS**

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

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

**PRIMER PASO:**

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

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

**SEGUNDO PASO:**

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

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

**TERCER PASO:**

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

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

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

**CUARTO PASO:**

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

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

Será contactado dentro de 10 días calendarios si ha proporcionado su información de contacto. Por favor note: Cada uno de estos pasos deben ser completados en la orden que se indica.

..... Separar aquí. ....

**CERTIFICACIÓN DEL PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS**

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

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

\_\_\_\_\_ Fecha



Human Services

**PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS**

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

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

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

**PRIMER PASO:**

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

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

**SEGUNDO PASO:**

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

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

**TERCER PASO:**

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

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

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

**CUARTO PASO:**

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

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

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

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

**ASSURANCE OF COMPLIANCE STATEMENT**

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

Greater Hope Foundation for Children, Inc. dba A Greater Hope

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 sections 11140-11200; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, 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

Greater Hope Foundation for Children, Inc.  
dba A Greater Hope

\_\_\_\_\_  
ORGANIZATION

Organization Name: Greater Hope for Children Foundation, Inc. (NORTH DESERT REGION)				
Program Budget				
Kinship Support Services Program				
Fiscal year: July 1, 2022 through June 30, 2023				
		TOTAL COST TO THE ORGANIZATION	PERCENT CHARGED TO GRANT	TOTAL COST TO GRANT
I.	Program Costs: List expenses that are chargeable, in whole or part, to the program. Attach an explanation of costs in narrative form. Include a Budget Narrative to justify "how" and/or "why" a line item helps to meet the program objectives and deliverables. Include fulltime equivalencies (FTEs) for all positions.			
A.	Salaries and Benefits			
1.	Job Title: Program Manager	\$ 79,669	80%	\$ 63,735.20
	Salary:	\$ 66,949	80%	\$ 53,559.20
	Benefits	\$ 12,720	80%	\$ 10,176
2.	Job Title: Case Manager, Bilingual (High Desert Region)	\$ 64,355	100%	\$ 64,355
	Salary:	\$ 54,080	100%	\$ 54,080
	Benefits	\$ 10,275	100%	\$ 10,275
3.	Job Title: Kinship Support Specialist	\$ 44,554	100%	\$ 44,554
	Salary:	\$ 37,440	100%	\$ 37,440
	Benefits	\$ 7,114	100%	\$ 7,114
4.	Job Title: Chief Program Officer	\$164,885	5%	\$ 8,244
	Salary:	\$138,559	5%	\$ 6,928
	Benefits	\$ 26,326	5%	\$ 1,316
5.	Job Title: Chief Financial Officer & Accounting Specialist	\$136,279	5%	\$ 6,813.95
	Salary:	\$114,520	5%	\$ 5,726
	Benefits	\$ 21,759	5%	\$ 1,087.95
	TOTAL	\$ 301,164.00		\$187,702.15

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B.	Operating Expenses			
1.	Advertising	\$ 26,407	10%	\$ 2,641
2.	Building/Equipment Main	\$ 59,626	10%	\$ 5,963
3.	Consultant	\$ 5,885	2%	\$ 118
4.	Equipment Lease	\$ 49,101	2%	\$ 982
5.	Indirect Costs	\$ 412,530	7%	\$ 28,877
6.	Insurance/License/Taxes	\$ 221,513	5%	\$ 11,076
7.	IT	\$ 22,019	5%	\$ 1,101
8.	Legal/Professional	\$ 65,155	5%	\$ 3,258
9.	Meals	\$ 2,636	5%	\$ 132
10.	Mileage	\$ 32,865	10%	\$ 3,287
11.	Office Supplies	\$ 40,707	10%	\$ 4,071
12.	Postage	\$ 5,470	5%	\$ 274
13.	Printing	\$ 2,411	10%	\$ 241
14.	Rent/Lease	\$ 301,376	10%	\$ 30,138
15.	Subscriptions	\$ 42,208	5%	\$ 4,221
16.	Trainings	\$ 9,323	10%	\$ 932
17.	Travel	\$ 24,081	5%	\$ 1,204
18.	Utilities	\$ 71,489	10%	\$ 7,149
	Subtotal (B)	\$1,394,802		\$105,665
	Subtotal (A)	\$ 301,164		\$187,702.15
	Total	\$1,695,966		\$293,367.15

C. Cash/In-Kind Source to meet requirement match

A.	Source of Income:	Amount of Non-Governmental:
1.	Individual Giving	\$3,000
2.	Private Foundation Grants	\$15,000.00
3.	Corporate Sponsorships	\$11,500.00
4.		
5.		
6.		
	Total	\$29,500.00
.	Source of In-Kind (non-cash) Income:	Value:
1.	Rent	\$18,000 (\$1,500 *12 months)
	Total	\$18,000

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