

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

21-744 A4

SAP Number

4400010594 A-4

### Children and Family Services

<b>Department Contract Representative</b>	<u>Kris Bussard, Contract Analyst</u>
<b>Telephone Number</b>	<u>(909) 386-8395</u>
<b>Contractor</b>	<u>Family Assistance Program</u>
<b>Contractor Representative</b>	<u>Darryl Evey</u>
<b>Telephone Number</b>	<u>(760) 843-0701</u>
<b>Contract Term</b>	<u>January 1, 2019 through December 31, 2023</u>
<b>Original Contract Amount</b>	<u>\$800,000</u>
<b>Amendment Amount</b>	<u>\$400,000</u>
<b>Total Contract Amount</b>	<u>\$1,200,000</u>
<b>Cost Center</b>	<u>5017031000</u>

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT NO. 4:**

It is hereby agreed to amend Contract No. 4400010594, effective October 5, 2021, as follows:

**SECTION I. DEFINITIONS**

**Amend Paragraph K to read as follows:**

- K. Human Services (HS) – The San Bernardino County Human Services, a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.

**SECTION II. CONTRACTOR SERVICE RESPONSIBILITIES**

**Amend Paragraph M to read as follows:**

- M. Limit the length of stay for a CFS client to five (5) days or less. However, CFS may extend the length of stay of the client beyond the five (5) day limit with CFS Placement Resources Division (PRD) Deputy Director or CFS Assistant Director written pre-approval and the consent of the Contractor. These extensions will be authorized in five (5) day increments. An email from the CFS PRD Deputy Director or CFS Assistant Director is sufficient as written approval.

**SECTION III. CONTRACTOR GENERAL RESPONSIBILITIES**

**Amend Paragraph M to read as follows:**

- 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.

### **SECTION III. CONTRACTOR GENERAL RESPONSIBILITIES**

#### **Add Paragraph to read as follows:**

- KK. 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).

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

#### **Amend Paragraphs A and B to read as follows:**

- A. Payment will be made on a fee-for-service basis at a rate of \$150.00 per person per day, which includes all shelter services and costs and expenses, including salaries, benefits, payroll taxes, etc. and the maximum amount of payment under this Contract shall not exceed \$1,200,000 over the contract term. The \$1,200,000 is funded 100% from Realignment 2011, 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. Contractor shall submit invoices by the tenth (10<sup>th</sup>) day of the month following the month of service. Invoices shall include the Name of the CFS Client, Date of Birth, CWS/CMS number and assigned CFS Social Worker, as well as copies of written pre-approval for extensions past five (5) days. Monthly invoices, along with the monthly summary report shall be sent to:

San Bernardino County  
Children and Family Services  
150 S. Lena Road  
San Bernardino, CA 92415

### **SECTION VIII. TERM**

#### **Amend Section to read as follows:**

This Contract is effective as of January 1, 2019 and is extended from its expiration date of December 31, 2022, to expire on December 31, 2023, but may be terminated earlier in accordance with provisions of Section IX of the Contract.

All other terms and conditions of Contract No. 4400010594 remain in full force and effect.

SAN BERNARDINO COUNTY

▶ *Curt Hagman*  
Curt Hagman, Chairman, Board of Supervisors

Dated: OCT 05 2021

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

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By *[Signature]*  
Deputy



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

By ▶ *Darryl Evey*  
0D9E888C25E482  
(Authorized signature - sign in blue ink)

Name Darryl Evey  
(Print or type name of person signing contract)

Title Executive Director  
(Print or Type)

Dated: September 21, 2021

Address 15075 7th Street  
Victorville, CA 92395

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
DocuSigned by:  
*Julie J. Surber*  
48603B68D6484E4  
Julie Surber, Principal Assistant County Counsel  
September 21, 2021  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
DocuSigned by:  
*Becky Giroux*  
5A9202F0D08F488  
Becky Giroux, Administrative Supervisor  
September 21, 2021  
Date \_\_\_\_\_

Reviewed/Approved by Department  
DocuSigned by:  
*Marlene Hagen*  
132B98495CE143C  
Marlene Hagen, Director  
September 21, 2021  
Date \_\_\_\_\_