



Contract Number

\_\_\_\_\_

SAP Number

\_\_\_\_\_

## Children and Family Services

<b>Department Contract Representative Telephone Number</b>	<u>Amanda Figueroa</u> <u>(909) 386-8146</u>
<b>Contractor</b>	<u>True Escape Marriage and Family Therapy</u>
<b>Contractor Representative Telephone Number</b>	<u>Mercedes Green</u> <u>(442) 243-2714</u>
<b>Contract Term</b>	<u>January 1, 2025 through</u> <u>December 31, 2030</u>
<b>Original Contract Amount</b>	<u>Not to exceed \$416,667</u>
<b>Amendment Amount</b>	<u>N/A</u>
<b>Total Contract Amount</b>	<u>Not to exceed \$416,667</u>
<b>Cost Center</b>	_____
<b>Grant Number (if applicable)</b>	_____

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, San Bernardino County (County) desires to designate a contractor of choice to provide Clinical Licensure Supervision Services, as further described in a statement of work (the "Services"); and

**WHEREAS**, the County conducted a competitive process to find True Escape Marriage and Family Therapy (Contractor) to provide these services, and

**WHEREAS**, based upon and in reliance on the representations of Contractor in its response to the County's Request for Proposals, the County finds Contractor qualified to provide Clinical Licensure Supervision Services; and

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

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

## TABLE OF CONTENTS

A. DEFINITIONS .....	3
B. CONTRACTOR RESPONSIBILITIES.....	5
C. GENERAL CONTRACT REQUIREMENTS .....	7
D. TERM OF CONTRACT .....	19
E. COUNTY RESPONSIBILITIES.....	19
F. FISCAL PROVISIONS.....	20
G. INDEMNIFICATION AND INSURANCE REQUIREMENTS .....	21
H. RIGHT TO MONITOR AND AUDIT .....	244
I. CORRECTION OF PERFORMANCE DEFICIENCIES .....	25
J. RESERVED .....	25
K. EQUAL EMPLOYMENT/EMPLOYMENT DISCRIMINATION/CIVIL RIGHTS.....	25
L. NOTICES.....	27
M. ENTIRE AGREEMENT .....	27

### ATTACHMENTS

- A. COMPLAINT AND GRIEVANCE PROCEDURE
- B. ASSURANCE OF COMPLIANCE STATEMENT
- C. CLINICAL LICENSURE SUPERVISION SERVICES INVOICE
- D. CLINICAL LICENSURE SUPERVISION SERVICES ATTENDANCE/SIGN-IN RECORD
- E. CLINICAL LICENSURE SUPERVISION PROGRAM MONTHLY PROGRESS REPORT
- F. CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)

## A. DEFINITIONS

1. Associate Clinical Social Worker (ACSW): The classification of post graduate Clinical Social Worker who possesses a Masters or Doctorate degree in social work from an accredited school and have registered with the California Board of Behavioral Sciences (BBS) to complete the requirements for licensure as a Licensed Clinical Social Worker (LCSW).
2. Associate Marriage and Family Therapist (AMFT): Post graduate Marriage and Family Therapist who is registered with the BBS to complete the requirements for Marriage and Family Therapist licensure.
3. Associate Professional Clinical Counselor (APCC): Post graduate Clinical Counselor who is registered with the BBS to complete the requirements for Licensed Professional Clinical Counselor licensure.
4. California Board of Behavioral Sciences (BBS): The board within the California Department of Consumer Affairs that is responsible for consumer protection through the regulation and licensure of Licensed and Associate Marriage and Family Therapists (LMFT and AMFT); Licensed and Associate Clinical Social Workers (LCSW and ACSW); and Licensed and Associate Professional Clinical Counselors (LPCC and APCC) in the State of California. The function of the BBS is to protect the wellbeing of consumers by setting standards for mental health professionals through effective regulation, education, examination, licensing, and enforcement.
5. Children and Family Services (CFS): The San Bernardino County department that administers programs designed to address child abuse and neglect issues. CFS provides family centered programs and services that are designed to strengthen, preserve, and ensure children have access to safe and permanent family units. CFS provides support for families while working to reduce risk and harm to children, improving parenting skills, and developing strong social support networks for families.
6. Clinical Licensure Supervision: The process by which licensed clinical mental health professionals supervise ACSW, AMFT, and APCC who are pursuing completion of State clinical licensure requirements. Supervisors ensure that the extent, kind, and quality of counseling performed is consistent with the education, training, and experience of the person being supervised; discuss client/patient scenarios, monitor and evaluate assessment, diagnosis, and treatment decisions of the supervisee; monitor and evaluate the ability of the supervisee to provide services at the site(s) where he or she will be practicing and to the particular clientele being served; and ensure compliance with laws and regulations governing the clinical practice. Case decisions remain the responsibility of the worker and his/her unit supervisor. Consultation or peer discussion is not considered supervision. These practitioners possess a current and valid license to practice as an LCSW or LMFT in the State of California and meet the minimum requirements set forth by BBS and the County to supervise ACSW, AMFT, and APCC. Direct clinical supervisors must provide direct face-to-face contact with the supervised ACSW, AMFT, and APCC and sign the attendance record(s) and BBS forms.
7. Clinical Licensure Supervision Program (CLSP): The CFS program provides CFS Social Service Practitioner (SSP) and CFS Supervising Social Service Practitioners (SSSP) with an opportunity to receive clinical licensure supervision. This program provides qualified SSPs and SSSPs with 104 weeks of supervision of their clinical experience as required by the BBS for licensure either as a LMFT, LCSW, or LPCC.
8. Clinical Licensure Supervision Program Coordinator: The County point of contact to whom supervisor and supervisee may direct all questions and updates. The program coordinator oversees the application, waitlist, and enrollment process, and tracks attendance and deliverables.
9. Contract: The legal agreement between the County and the Contractor.
10. Contractor: Any individual, company, firm, corporation, partnership or other organization to whom a contract award is made by the County.

11. County: County as used throughout this document, including its possessive form (County's), refers to San Bernardino County.
12. Facilitator: A County Purchasing Department buyer or designated individual tasked with managing the processes of the evaluation panel.
13. Fee-for-Service: An agreement to pay a specified fee for the delivery of specific provided performed services.
14. Group Licensure Supervision Session: Consists of a minimum of two (2) and a maximum of eight (8) supervisees referred by the County at a time, receiving CLSP Services from a Clinical Licensure Supervisor. Group licensure supervision sessions for billing purposes do not include supervisees who were not referred by the County. Group licensure sessions are two (2) hours (one hundred twenty (120) minutes) in length. Each supervisee is authorized to attend only one (1) group supervision session per month.
15. Human Services: San Bernardino County Human Services (HS), a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
16. Individual Licensure Supervision Session: One on one, direct, face to face contact between the Clinical Licensure Supervisor and the supervisee. Individual supervision sessions are one (1) hour (sixty (60) minutes) in length. Each supervisee is authorized to attend only one (1) individual session per week, Sunday to Saturday.
17. Licensed Clinical Social Worker (LCSW): As outlined in the Business and Professions (B&P) Code Section 4996.9, LCSWs provide services in which a special knowledge of social resources, human capabilities, and the part that unconscious motivation plays in determining behavior, is directed at helping people to achieve more adequate, satisfying, and productive social adjustments. The application of social work principles and methods includes, but is not restricted to, counseling and using applied psychotherapy of a nonmedical nature with individuals, families, or groups; providing information and referral services; providing or arranging for the provision of social services; explaining or interpreting the psychosocial aspects in the situations of individuals, families, or groups; helping communities organize, provide, or improve social or health services; or researching social work.
18. Licensed Marriage and Family Therapist (LMFT): As outlined in the provisions of B&P Code Section 4980.02, LMFT are licensed practitioners of services performed with individuals, couples, or groups wherein interpersonal relationships are examined for the purpose of achieving more adequate, satisfying, and productive marriage and family adjustments. This practice includes relationship and premarital counseling. The application of marriage and family therapy principles and methods includes, but is not limited to, the use of applied psychotherapeutic techniques to enable individuals to mature and grow within marriage and the family and the provision of explanations and interpretations of the psychosexual and psychosocial aspects of relationships.
19. Licensed Professional Clinical Counselor (LPCC): As outlined in the provisions of B&P Code Section 4999.20, LPCCs are licensed practitioners of counseling interventions and psychotherapeutic techniques to identify and remediate cognitive, mental, and emotional issues, including personal growth, adjustment to disability, crisis intervention, and psychosocial and environmental problems. This practice includes conducting assessments for the purpose of establishing counseling goals and objectives to empower individuals to deal adequately with life situations, reduce stress, experience growth, change behavior, and make well informed, rational decisions. The assessment is focused exclusively on the application of counseling interventions and psychotherapeutic techniques for the purposes of improving mental health, and is not intended to capture other, nonclinical forms of counseling for the purposes of licensure. Professional clinical counseling does not include the assessment or treatment of couples or families unless the professional clinical counselor has completed all of the following training and education:

- a) At least one (1) of the following: Six (6) semester units or nine (9) quarter units specifically focused on the theory and application of marriage and family therapy, or a named specialization or emphasis area on the qualifying degree in marriage and family therapy / marital and family therapy / marriage, family, and child counseling / or couple and family therapy; and
  - b) No less than five hundred (500) hours of documented supervised experience working directly with couples, families, or children; and
  - c) A minimum of six (6) hours of continuing education specific to marriage and family therapy, completed in each license renewal cycle.
20. Psychotherapy: The use of psychosocial methods within a professional relationship, to assist the person or persons achieve a better psychosocial adaptation, to acquire greater human realization of psychosocial potential and adaptation, to modify internal and external conditions which affect individuals, groups, or communities in respect to behavior, emotions, thinking, and intrapersonal and interpersonal processes.
21. Services: The required services described in this Contract.
22. Subcontractor: An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.
23. Supervisee: Used in broad context within this Contract to refer to County employees who have registered with the BBS as an ACSW, AMFT, or APCC and are participating in the CLSP to complete BBS licensure requirements.
24. Supervisory Plan: As outlined in B&P Code Section 4996.23 (d), the Supervision Plan, developed by the clinical licensure supervisor and supervisee, describes the goals and objectives of supervision. The goals shall include the ongoing assessment of strengths and limitations and the assurance of practice in accordance with the laws and regulations. The original supervisory plan is to be submitted to the BBS upon application for licensure.
25. Videoconferencing: Interactive telecommunication technologies that enable simultaneous two-way video and audio communication between two (2) or more individuals. Use of videoconferencing in supervision must be preapproved by the County.

## **B. CONTRACTOR RESPONSIBILITIES**

Contractor shall:

1. Provide CLSP Services that ensure County referred supervisees receive the State mandated clinical supervision experience hours to comply with BBS mandated requirements:
  - a. AMFT and APCC must complete supervision hours in the following manner:
    - a) Complete three thousand (3,000) hours of supervised professional experience, including one hundred four (104) supervised hours with an LCSW or LMFT; supervision of the three thousand (3,000) experience hours may proportionally shared.
  - b. ACSW must complete supervision hours in one (1) of the following manners:
    - a) Complete three thousand (3,000) hours of the required postgraduate supervision experience with an LCSW; or
    - b) Complete seventeen hundred (1,700) hours of the required three thousand (3,000) hours of postgraduate supervision experience with an LCSW. The remaining thirteen hundred (1,300) hours may be completed with another licensed mental health professional.
2. Ensure supervisees comply with all laws, rules, and regulations that govern LCSW, LMFT, or LPCC licensure. Consultation is not considered clinical licensure supervision.

3. Ensure supervisee maintains updated and valid registration with the BBS while completing the CLSP experience. Both the supervisor and supervisee are responsible for notifying the CLSP Coordinator within three (3) business days of registration expiration.
4. Ensure the ratio of clinical licensure supervision to the supervisee does not exceed the ratio outlined in current BBS regulations and CLSP rules.
5. Ensure the extent, kind, and quality of counseling and/or social work services performed by the supervisees is consistent with the training, education, and experience required by the BBS. Duties include, but are not limited to, discussing client/patient scenarios; monitoring and evaluating supervisees' assessments, diagnoses, and treatment decisions; and monitoring and evaluation supervisees' ability to provide clinical social work services. Case decisions remain the responsibility of the CFS Social Worker and CFS Supervisor.
6. Provide CLSP Services to County referred supervisees during regular County business hours (Monday through Friday, 7:30 a.m. to 5:00 p.m.) as necessary to accommodate the supervisees. Supervision may occur outside of regular business hours if agreed upon mutually by the supervisor and supervisee.
7. Provide CLSP Services either in person at Contractor's regular place of business in adequate and appropriate space or virtually by videoconference or teleconference.
8. Maintain sole and exclusive responsibility for furnishing all labor and expenses necessary to perform CLSP Services and case review duties in a complete and professional manner at no additional cost. Contractor will be paid only for the actual hours of individual and group licensure supervision.
9. Maintain a process that ensures all supervisees are trained with the most current and up-to-date programmatic and operational procedures required of the practice, including the professional and academic requirements of the LCSW, LMFT, and LPCC.
10. Track, document, maintain, and report a completion record of required supervisee (individual/group) licensure supervision hours in a format that is acceptable to the County. The record must include supervisee secured signatures on required forms to document (group or individual) licensure supervision session attendance.
11. Document supervisee performance and hours of completion by keeping a hardcopy file of acquired experience in a monthly summary progress report to provide the County. The monthly summary report shall be maintained and made available for County and BBS review to ensure fulfillment of BBS requirements.
12. Maintain a separate case file for each supervisee that includes the following minimum items:
  - a. A completed, signed, and dated referral.
  - b. A signed acknowledgement of the CLSP Complaint and Grievance Procedure.
  - c. A CFS Verification Letter with all signatures.
  - d. Up-to-date and valid supervisee registration.
  - e. A current, complete/maintained, and signed BBS Supervisory Plan, Responsibility Statement, and Experience Verification Form.
  - f. A complete/maintained log of supervision hours with the appropriate categories of BBS training requirements.
13. Immediately notify the County should complaints against the Clinical Licensure Supervisor occur.
14. Immediately notify the County should the Clinical Licensure Supervisor license lapse or otherwise change status.
15. Immediately notify the County if the supervisor will be absent for any length of time that would impact supervision scheduling.

16. Immediately notify the County when a referred CLSP supervisee has a conflict of interest pursuant to B&P Code Section 4996.18 and/or 4980.04.
17. Refrain from referring and/or discussing mutual clients with the supervisee during the supervised experience. Any mutual clients shared by the supervisor and supervisee must be reported to the CLSP Coordinator immediately and prior to discussing any case information.
18. Reimbursed at the agreed upon fee-for-services rates outlined in the Fee Schedule (Attachment E).
19. Maintain adequate files and records and meet statistical reporting requirements.
20. Have the administrative and fiscal capacity to provide and manage the proposed services and to ensure an adequate audit trail.
21. Have a minimum of three (3) years clinical experience as an LCSW, LMFT, Clinical Psychologist, or Psychiatry certified Physician, and extensive demonstrated knowledge and expertise working with child and family issues.
22. Have a minimum of two (2) years of experience performing clinical licensure supervision for ACSW or AMFT in the last five (5) years prior to commencement of supervision.
23. Maintain a professional relationship with open communication with the County, social workers, and CLSP staff.
24. Recommend for withdrawal and discontinuation from the program supervisees who fail to maintain license with the BBS or meet achievement and progress standards; behave poorly or otherwise unprofessionally; fail or refuse to comply with the laws, regulations that govern BBS and clinical licensure requirements; or for other good cause.
25. Refrain from all acts that may be construed as a conflict of interests as outlined in Section C, Paragraph 42. Acts that must be avoided include, but are not limited to, the supervisor providing services to clients that are on the supervisee's caseload, or the solicitation and/or acceptance of client referrals for any contract held between the contractor and the County.
26. Encourage the supervisee to apply for BBS Clinical Licensure testing within thirty (30) calendar days of completion of the CLSP Services requirements.
27. Upon request from the County, suspend supervisees who are not cooperating, including, but not limited to, not maintaining a valid ACSW, AMFT, or APCC registration with the BBS. Suspended supervisees may resume supervision experience only when notified by the County.
28. Be a current practicing professional clinician/therapist with a valid, professional license to perform said services within the State of California.
29. Have no record of being disciplined or suspended by the BBS, California Board of Psychology (BOP), or Medical Board of California (MBC).

**C. GENERAL CONTRACT REQUIREMENTS**

1. **Recitals** – The recitals set forth above are true and correct and incorporated herein by this reference.
2. **Contract Amendments** – Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract, and approved by the person(s) authorized to do so on behalf of Contractor and County.
3. **Contract Assignability** – Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.
4. **Contract Exclusivity** – 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 other than on a per order basis, under the terms of this Contract.

5. **Attorney's Fees and Costs** – If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third party legal action against a party hereto and payable under Indemnification and Insurance Requirements.
6. **Background Checks for Contractor Personnel** – Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

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

Contractor shall notify the County of any board member, 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, other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.



7. **Change of Address** – Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.
8. **Choice of Law** – This Contract shall be governed by and construed according to the laws of the State of California.
9. **Compliance with County Policy** – In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, “County Policies”). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor’s employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

10. **Confidentiality** – 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.

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. 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.

Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements specified at <http://hss.sbcounty.gov/Privacy> prior to providing any Services. Contractor shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference.

- a. Read, understand and comply with the Privacy and Security Requirements Summary.
- b. Ensure employees, subcontractors, agents, volunteers and interns who have access to Personally Identifiable Information (PII) complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
- c. Ensure employees, subcontractors, agents, volunteers and interns who have access to PII sign the Confidentiality Statement annually.
- d. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via email at: [HSPrivacySecurityOfficer@hss.sbcounty.gov](mailto:HSPrivacySecurityOfficer@hss.sbcounty.gov)

11. **Primary Point of Contact** – Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
12. **County Representative** – The Assistant Executive Officer or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.
13. **Damage to County Property** – Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. 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. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

14. **Debarment and Suspension** – Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to Title 48 Code of Federal Regulations (CFR), Chapter 1, Subchapter B, Part 9, Subpart 9.4 (48 C.F.R. Section 9.400 et seq.).

Contractor certifies that it and its principals and subcontractors:

- a. Are not presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>).
- b. Have not within a three (3) year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section C, Paragraph 14, subparagraph b herein
- d. Have not within a three (3) year period preceding this Contract had one (1) or more public transactions (federal, state or local) terminated for cause or default.

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

15. **System for Award Management** – 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 the Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of the Contract, and the County may proceed under the Correction of Performance Deficiencies section of the Contract, including immediate termination of the Contract. If Contractor becomes aware, at any point during the term of the 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.

16. **Drug and Alcohol Free Workplace** – In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:
- a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
  - b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
  - c. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The 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.

17. **Duration of Terms** – This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.
18. **Reserved.**
19. **Reserved.**
20. **Improper Influence** – Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.
21. **Improper Consideration** – 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 this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

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 the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

22. **Informal Dispute Resolution** – In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute,

claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

23. **Legality and Severability** – The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.
24. **Licenses, Permits and/or Certifications** – Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by federal, state, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.
25. **Material Misstatement/Misrepresentation** – If during the course of the administration of this Contract, the County determines that 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.
26. **Mutual Covenants** – The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".
27. **Nondisclosure** – 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. 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.

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 memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

28. **Notice of Delays** – Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
29. **Ownership of Documents** – All documents, data, products, graphics, computer programs and reports prepared by 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. Unless otherwise directed by County, Contractor may retain copies of such items.
30. **Reserved.**
31. **Reserved.**

32. **Records** – Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for 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.

Contractors expending \$750,000 or more in federal funds annually shall have a single audit or program specific audit performed. A copy of the audit shall be maintained as part of the program's fiscal records.

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

33. **Relationship of the Parties** – Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
34. **Release of Information** – No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the CFS Director or their designee and shall include County approved branding.
35. **Representation of the County** – 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.
36. **Strict Performance** – Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.
37. **Subcontracting** – Contractor agrees not to enter into any subcontracting contracts for work contemplated under the Contract without first obtaining written approval from the County and the Director of CFS through the HS Contracts Unit. Any subcontractor shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's contract.

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, 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 Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraph 6 of this Section C.

For any subcontractor, Contractor shall:

- a. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- b. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- c. Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Contract Requirements, and G. Insurance and Indemnification.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the subcontractors. Contractor agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

38. **Subpoena** – In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon 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 provided herein in connection with defense obligations by Contractor for County.
39. **Termination for Convenience** – The County reserves the right to terminate the Contract for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. 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.
40. **Time of the Essence** – Time is of the essence in performance of this Contract and of each of its provisions.
41. **Venue** – The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.
42. **Conflict of Interest** – Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

43. **Former County Administrative Officials** – 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 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 officer’s staff, County Executive Officer or member of such officer’s staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

44. **Disclosure of Criminal and Civil Procedures** – The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten (10) years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm’s business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten (10) years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten (10) years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. “Legal proceedings” means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision “key employees” includes any individuals providing direct service to the County. “Key employees” do not include clerical personnel providing service at the firm’s offices or locations.

45. **Reserved.**

46. **Reserved.**

47. **Iran Contracting Act** – IRAN CONTRACTING ACT OF 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 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 an existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

48. **Reserved.**

49. **California Consumer Privacy Act** – 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) (California Civil Code sections 1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at California Civil Code section 1798.140. 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 California 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 California Civil Code section 1798.155(b).
50. **Vacancies** – 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.
51. **Complaint and Grievance Procedure** – 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.
- Contractor will ensure that staff are knowledgeable on the Clinical Licensure Supervision Program Complaint and Grievance Procedure (Attachment A) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.
52. **Contractor Board of Directors’ Meetings** – 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.
53. **Child Abuse Reporting** – Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
- a. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
  - b. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
  - c. Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.
54. **Elder and Dependent Adult Abuse Reporting** – Contractor agrees to and shall comply with the County’s Elder and Dependent Adult Abuse Reporting requirements:



- a. Who Must Report: In accordance with Welfare and Institutions Code (W & I) Section 15630, all employees of the Contractor and its subcontractors are mandated reporters of elder and dependent adult abuse. Contractor assures all employees, agents, consultants or volunteers who perform services under this Contract and are mandated to report elder and dependent adult abuse will sign a statement (SOC 341A) at <http://www.cdss.ca.gov/cdssweb/entres/forms/English/SOC341A.pdf>, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
  - b. When to Report: Mandated reporters are required to report all instances of known or suspected abuse of the elderly and dependent adults immediately or as soon as practically possible, under the following circumstances:
    - a) When the mandated reporter has observed or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse, or sexual abuse; or
    - b) When the mandated reporter is told by an elder or dependent adult that he or she has experienced behavior constituting physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse, or sexual abuse.
  - c. To Whom to Report: Incidents of elder and dependent adult abuse must be reported to the correct agency as follows:
    - a) If the abuse has occurred in a long-term care facility, except a state mental hospital or state developmental center, the report shall be made to the local Long-Term Care Ombudsman or local law enforcement.
    - b) If the abuse has occurred in a state mental hospital or state developmental center, the report shall be made to the designated investigators of the State Department of Mental Health or the State Department of Developmental Services or to the local law enforcement.
    - c) If the abuse occurred anywhere other than a long-term care facility or state mental hospital or state developmental center, the report shall be made to Adult Protective Services or local law enforcement.
  - d. How to Report: Mandated reporters are required to take the following steps in all instances of known or suspected abuse of the elderly and dependent adults:
    - a) Place an immediate telephone call to Adult Protective services (1-877-565-2020) or local law enforcement to report the incident.
    - b) Within two (2) working days of making the telephonic report to the responsible agency, complete a written "Report of Suspected Dependent Adult/Elder Abuse" (SOC 341) form, <http://www.cdss.ca.gov/Portals/9/FMUForms/Q-T/SOC341.pdf?ver=2018-11-15-132736-097>. The completed form must be submitted to the same agency to which the incident was reported by telephone.
55. **Reserved.**
56. **Pro-Children Act of 1994** – Contractor will comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).
57. **Americans with Disabilities Act** – Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).
58. **Public Accessibility** – Contractor shall ensure that Services provided are accessible by public transportation.
59. **Reserved.**

60. **211 Registration** – Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within thirty (30) days of the Contract effective date and follow necessary procedures to be included in the 2-1-1 database. The Contractor shall notify the 2-1-1 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 2-1-1 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.
61. **Ownership Tools** – 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.
62. **Force Majeure** – Neither party shall be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.
63. **Order of Precedence** – In the event of any inconsistency between the terms of this Contract and any forms, attachments, statements of work (SOW), or specifications which may be incorporated into this Contract, the following order of precedence shall apply:
- a. This Contract;
  - b. Attachments to this Contract, as indicated herein; and
  - c. Price lists, SOWs, and other documents attached hereto or incorporated herein.
64. **Reserved.**
65. **Supersedes Prior Agreements** – 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.
66. **Executive Order N-6-22 Russian Sanctions** – On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice

of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

67. **Campaign Contribution Disclosure (SB 1439)** – Contractor has disclosed to the County using Attachment F – Campaign Contribution Disclosure (AB 1439), whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors within the earlier of: (1) the date of the submission of Contractor’s proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors for 12 months after the County’s consideration of the Contract.

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

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

**D. TERM OF CONTRACT**

1. This Contract is effective as of January 1, 2025 and expires December 31, 2030 but may be terminated earlier in accordance with provisions of this Contract.
2. The County may terminate the Contract immediately if the funds under Section F Paragraph 1 are not available to the County, and under the provisions of Section I, Paragraph 3, Item e, of the Contract, or as otherwise provided in this Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Executive Officer is authorized to exercise the County’s rights with respect to any termination of this Contract.
3. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
4. 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.

**E. COUNTY RESPONSIBILITIES**

County shall:

1. Refer County employees who are ACSWs, AMFTs, or APCCs registered with the BBS to the Contractor for the provision of Clinical Licensure Supervision services.
2. Not guarantee a minimum number of referrals to the Contractor.
3. Designate a CLSP Coordinator as the single point of contact for questions related to the provision of program services. This person will be responsible for serving as a liaison with the Contractor to facilitate problem solving and the resolution of procedural issues. In addition, the CLSP Coordinator will monitor the progress of participants in the Clinical Licensure Supervision Program and be responsible for maintaining knowledge of the BBS programmatic changes.
4. Provide approved ACSWs, AMFTs, or APCCs with an orientation, which will cover the requirements of the Clinical Licensure Supervision Program. This includes, but is not limited to, referral procedures, self-tracking of hours, confidentiality, child abuse reporting, etc.
5. Withdraw a supervisee from the CLSP, if after consultation and in accord with CFS management, the County determines such action to be warranted.

6. Suspend a supervisee from the CLSP, if the supervisee is not complying with the CLSP's participation or reporting requirements and will notify both the supervisee and the respective licensure supervisor of the date(s) of suspension and of any and all requirements for reinstatement to regular status in CLSP.
7. Advise all supervisees that they are required to follow County program rules and expectations including testing limits and length of stay while in the program. Supervisees are to conduct themselves in accordance with County policy while at the Contractor's facilities and be professional in their manner and appearance, including attire, and will conform to the accepted standards of the profession.

**F. FISCAL PROVISIONS**

1. The aggregate amount of payment under this Contract is a combined total for all CLSP Contractors identified in the corresponding Board Agenda item and together shall not exceed \$2,500,000, of which up to \$1,462,510 may be federally funded, and shall be subject to the availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for Contractor's services and expenses incurred in the performance hereof, including travel and per diem. These funds are broken down as follows:

Fiscal Years	Total
2025-26	\$500,000
2026-27	\$500,000
2027-28	\$500,000
2028-29	\$500,000
2029-30	\$500,000

2. Contractor shall be paid on a fee-for-service basis based on the rates in the following table.

Service	Maximum Fee (Hourly)
<b>Individual Licensure Supervision Session</b> Limited to one (1) individual licensure supervision session per week per supervisee	\$110.00 per hour
<b>Group Licensure Supervision Session</b> Limited to one (1) group licensure supervision session per supervisee per month – Minimum of three (3) supervisees or a maximum of eight (8) supervisees referred by the County per group session	\$110.00 per hour (\$220.00 maximum per Group Licensure Supervision Session)

3. Contractor shall not be paid for missed or cancelled appointments.
4. Contractor shall submit itemized invoices, Clinical Licensure Supervision Services Invoice (Attachment C), by the tenth (10<sup>th</sup>) day of each month following the month of service. Invoices shall be sent to:

County of San Bernardino  
 Human Services  
 Administrative Support Division – Finance  
 150 S. Lena Road  
 San Bernardino, CA 92415-0515

5. The invoice submission shall include:

- a. The corresponding Clinical Licensure Supervision Services Attendance/Sign-In Record (Attachment D).
  - b. The Clinical Licensure Supervision Program Monthly Progress Report (Attachment E).
  - c. All appropriate signatures.
6. Contractor shall not be paid for services being invoiced without the accompanying documentation referenced in Section F. Fiscal Provisions, Paragraph 5.
  7. 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.
  8. County is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any state or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
  9. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
  10. 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. 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 indemnities. The Contractor 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 Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. **Waiver of Subrogation Rights** – The 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. **Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. **Severability of Interests** – The 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 at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and 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 and approved by Risk Management.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the 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. **Insurance Specifications** – 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.

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

If 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:
- a) Premises operations and mobile equipment.
  - b) Products and completed operations.
  - c) Broad form property damage (including completed operations).
  - d) Explosion, collapse and underground hazards.
  - e) Personal injury.
  - f) Contractual liability.
  - g) \$2,000,000 general aggregate limit.
- c. 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.
- d. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits.

**or**

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

**or**

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

- e. Cyber Liability Insurance – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

**H. RIGHT TO MONITOR AND AUDIT**

1. The County, State and Federal government 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. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.
2. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this 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.
3. 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.
4. 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.
5. 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.
6. 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 Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to [http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200\\_1501&rqn=dv8](http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rqn=dv8) for further information.
7. The following closely related programs identified by the Assistance Listing Numbers (ALN) are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Health and Human Services:	
Number:	Title
93.090	Guardian Assistance
93.556	Promoting Safe and Stable Families
93.558	Temporary Assistance to Needy Families
93.603	Adoption and Legal Guardian Incentive pay



93.658  
93.659

Foster Care Title IV-E  
Adoption Assistance

8. County is required to identify the Contractor Unique Entity Identification (UEI) number, as known in the federal System for Award Management (SAM), and Federal Award Identification Number (FAIN) in all County contracts that include federal funds or pass through of federal funds. This information is required in order for the County to remain in compliance with Title 2 CFR Section 200.331, and remain eligible to receive federal funding. The Contractor shall provide the Contractor name as registered in SAM, as well as the UEI number to be included in this Contract. Related FAIN will be included in this Contract by the County.

Contractor Name as registered in SAM	True Escape Marriage and Family Therapy PC
UEI	RU85K1CQABZ1
FAIN	2401CAFOST

**I. CORRECTION OF PERFORMANCE DEFICIENCIES**

1. In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level or performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
2. 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.
3. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
  - b. 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
  - c. Withhold funds pending duration of the breach; and/or
  - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
  - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the 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.
4. 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.

**J. RESERVED**

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

1. Equal Employment Opportunity Program - Contractor agrees to comply with: the provisions of the San Bernardino County Equal Employment Opportunity Program and rules and regulations adopted pursuant thereto; Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (42 U.S.C. section 2000(e), et seq.); Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and

Institutions Code section 10000; the California Fair Employment and Housing Act (Cal. Gov. Code section 12900, et seq.); and other applicable federal, state, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County.

2. Employment Discrimination – During the term of the Contract, 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 VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing 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 within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County will supply a sample of the Plan format. The Contractor will be monitored by the County for compliance with provisions of its Civil Rights Plan. 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 (Attachment B) 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.

**L. NOTICES**

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or by email, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County  
Human Services  
Attn: Contracts Unit  
150 S. Lena Road  
San Bernardino, CA 92415

True Escape Marriage and Family Therapy  
13261 Spring Valley Parkway, Suite 203  
Victorville, CA 92395  
Facsimile: (442) 327-9151  
Email: mercedesdgreen@trueescapesvl.com

Notice shall be deemed communicated two (2) County working days from the time of mailing, facsimile, or email, if delivered as provided in this paragraph.

**M. ENTIRE AGREEMENT**

- 1. This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.
- 2. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

**IN WITNESS WHEREOF**, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

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

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

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

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

True Escape Marriage and Family Therapy  
\_\_\_\_\_  
*(Print or type name of corporation, company, contractor, etc.)*

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

Name Mercedes D. Green  
*(Print or type name of person signing contract)*

Title Owner  
*(Print or Type)*

Dated: \_\_\_\_\_  
Address 13261 Spring Valley Parkway, Suite  
203  
\_\_\_\_\_  
Victorville, CA 92395

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
►  
Daniella V. Hernandez, Deputy County Counsel  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
►  
Patty Steven, HS Contracts Manager  
Date \_\_\_\_\_

Reviewed/Approved by Department  
►  
Jeany Zepeda, Director  
Date \_\_\_\_\_



Children and Family Services

## Clinical Licensure Supervision Program Complaint and Grievance Procedure

When a Children and Family Services (CFS) staff member has a complaint or grievance related to the Clinical Licensure Supervision Program (CLSP) that cannot be resolved with the licensure supervisor, he or she can request assistance from the Program Development Division (PDD) CLSP Coordinator by calling 909-383-9700. Assistance must be requested utilizing the if/then chart below:

If a complaint or grievance cannot be resolved by the...	Then contact the PDD...
Licensure supervisor,	CLSP Coordinator.
CLSP Coordinator,	Program Specialist II (PS II).
PS II,	Supervising Program Specialist (SPS).
SPS,	Program Manager.

Complaints involving licensure supervision regulations may be addressed initially through the above channels or addressed through the Board of Behavioral Sciences (BBS) directly. Should the complainant decide to contact the BBS from the onset, the CLSP Coordinator must be advised of the status of the complaint throughout the entire process.

CFS staff workload issues are to be resolved through the CFS supervisor and CFS regional chain of command.

I have received and reviewed the San Bernardino County Children and Family Services Policy Handbook, Administrative Operations Part 2, Chapter A, Clinical Licensure Supervision Program.

Supervisee Name (print): \_\_\_\_\_

Supervisee Signature: \_\_\_\_\_

Date Grievance Procedures were reviewed: \_\_\_\_\_

PDD CLSP Coordinator Name: \_\_\_\_\_

**ASSURANCE OF COMPLIANCE STATEMENT**

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

**True Escape Marriage and Family Therapy**

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 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; California Government Code section 4450; Title 2, 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, sexual orientation, gender identity, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief, or other applicable protected basis 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

\_\_\_\_\_  
ORGANIZATION

ATTACHMENT C

**Clinical Licensure Supervision Services Invoice**

San Bernardino County – Children and Family Services

Fiscal Year: 2024 – 2025

Dates of Individual Supervision <i>(Chronological, separated By Commas)</i>	Supervisee Name	Dates of Individual Supervision <i>(Chronological, Separated By Commas)</i>	Supervisee Name

Total # of Individual Sessions \_\_\_\_\_ X \$110.00 X 1 hours Individual Supervision Subtotal \$ \_\_\_\_\_

Dates of Group Supervision _____, 20__	Dates of Group Supervision _____, 20__	Dates of Group Supervision _____, 20__

Total # of Group Sessions \_\_\_\_\_ X \$110.00 X 2 hours Group Supervision Subtotal \_\_\_\_\_

Contractor Name \_\_\_\_\_ Contract # \_\_\_\_\_ Invoice Total \_\_\_\_\_

Direct Clinical Licensure Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT D**

**Clinical Licensure Supervision Services Attendance/Sign-In Record**

Record for Two (2) Consecutive Day Periods

**San Bernardino County – Children and Family Services**

**Contractor Name**

<b>Code:</b> <i>Individual (I)</i> <i>Video Conferencing Individual(VI)*</i> <i>Group Session (G)</i> <i>Video Conferencing Group(VG)"</i>	<b>Session Time Period</b> (Enter begin time through end time)	<b>Supervisee Name(s)</b> (Please Print)	<b>Supervisee Signature</b> Date: _____

<b>Code:</b> <i>Individual (I)</i> <i>Video Conferencing Individual(VI)</i> <i>Group Session (G)</i> <i>Video Conferencing Group(VG)</i>	<b>Session Time Period</b> (Enter begin time through end time)	<b>Supervisee Name(s)</b> (Please Print)	<b>Supervisee Signature</b> Date: _____

\_\_\_\_\_  
 Direct Line Supervisor Name (Please Print)      Supervisor's Signature      License Type and License #      Date

\*Videoconferencing must be pre-approved by CLSP Coordinator



**ATTACHMENT D**

**Clinical Licensure Supervision Services Attendance/Sign-In Record**

Record for Two (2) Consecutive Day Periods

**San Bernardino County – Children and Family Services**

**Contractor Name**

<b>Code:</b> <i>Individual (I)</i> <i>Video Conferencing Individual(VI)*</i> <i>Group Session (G)</i> <i>Video Conferencing Group(VG)"</i>	<b>Session Time Period</b> (Enter begin time through end time)	<b>Supervisee Name(s)</b> (Please Print)	<b>Supervisee Signature</b> Date: _____

<b>Code:</b> <i>Individual (I)</i> <i>Video Conferencing Individual(VI)</i> <i>Group Session (G)</i> <i>Video Conferencing Group(VG)</i>	<b>Session Time Period</b> (Enter begin time through end time)	<b>Supervisee Name(s)</b> (Please Print)	<b>Supervisee Signature</b> Date: _____

\_\_\_\_\_

Direct Line Supervisor Name (Please Print)                      Supervisor's Signature                      License Type and License #                      Date

\*Videoconferencing must be pre-approved by CLSP Coordinator

**ATTACHMENT D**

**Clinical Licensure Supervision Services Attendance/Sign-In Record**

Record for Two (2) Consecutive Day Periods

**San Bernardino County – Children and Family Services**

**Contractor Name**

<b>Code:</b> <i>Individual (I)</i> <i>Video Conferencing Individual(VI)*</i> <i>Group Session (G)</i> <i>Video Conferencing Group(VG)"</i>	<b>Session Time Period</b> (Enter begin time through end time)	<b>Supervisee Name(s)</b> (Please Print)	<b>Supervisee Signature</b> Date: _____

<b>Code:</b> <i>Individual (I)</i> <i>Video Conferencing Individual(VI)</i> <i>Group Session (G)</i> <i>Video Conferencing Group(VG)</i>	<b>Session Time Period</b> (Enter begin time through end time)	<b>Supervisee Name(s)</b> (Please Print)	<b>Supervisee Signature</b> Date: _____

\_\_\_\_\_  
 Direct Line Supervisor Name  
 (Please Print)

\_\_\_\_\_  
 Supervisor's Signature

\_\_\_\_\_  
 License Type and License #

\_\_\_\_\_  
 Date

\*Videoconferencing must be pre-approved by CLSP Coordinator

**ATTACHMENT D**

**Clinical Licensure Supervision Services Attendance/Sign-In Record**

Record for Two (2) Consecutive Day Periods

**San Bernardino County – Children and Family Services**

**Contractor Name**

<b>Code:</b> <i>Individual (I)</i> <i>Video Conferencing Individual(VI)*</i> <i>Group Session (G)</i> <i>Video Conferencing Group(VG)"</i>	<b>Session Time Period</b> (Enter begin time through end time)	<b>Supervisee Name(s)</b> (Please Print)	<b>Supervisee Signature</b> Date: _____

<b>Code:</b> <i>Individual (I)</i> <i>Video Conferencing Individual(VI)</i> <i>Group Session (G)</i> <i>Video Conferencing Group(VG)</i>	<b>Session Time Period</b> (Enter begin time through end time)	<b>Supervisee Name(s)</b> (Please Print)	<b>Supervisee Signature</b> Date: _____

\_\_\_\_\_  
 Direct Line Supervisor Name  
 (Please Print)

\_\_\_\_\_  
 Supervisor's Signature

\_\_\_\_\_  
 License Type and License #

\_\_\_\_\_  
 Date

\*Videoconferencing must be pre-approved by CLSP Coordinator

**ATTACHMENT D**

**Clinical Licensure Supervision Services Attendance/Sign-In Record**

Record for Two (2) Consecutive Day Periods

**San Bernardino County – Children and Family Services**

**Contractor Name**

<b>Code:</b> <i>Individual (I)</i> <i>Video Conferencing Individual(VI)*</i> <i>Group Session (G)</i> <i>Video Conferencing Group(VG)"</i>	<b>Session Time Period</b> (Enter begin time through end time)	<b>Supervisee Name(s)</b> (Please Print)	<b>Supervisee Signature</b> Date: _____

<b>Code:</b> <i>Individual (I)</i> <i>Video Conferencing Individual(VI)</i> <i>Group Session (G)</i> <i>Video Conferencing Group(VG)</i>	<b>Session Time Period</b> (Enter begin time through end time)	<b>Supervisee Name(s)</b> (Please Print)	<b>Supervisee Signature</b> Date: _____

\_\_\_\_\_  
 Direct Line Supervisor Name  
 (Please Print)

\_\_\_\_\_  
 Supervisor's Signature

\_\_\_\_\_  
 License Type and License #

\_\_\_\_\_  
 Date

\*Videoconferencing must be pre-approved by CLSP Coordinator





## ATTACHMENT F

### Campaign Contribution Disclosure (SB 1439)

#### **DEFINITIONS**

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

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

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

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

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

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

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

1. Name of Contractor: Dr. Mercedes D. Green, Ph.D.
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
 Yes  If yes, skip Question Nos. 3-4 and go to Question No. 5  
 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Dr. Mercedes D. Green, Ph.D.
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):  
Dr. Mercedes D. Green, Ph.D.
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
True Escape Marriage and Family Therapy	OWNER

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months)
TRUE ESCAPE MFT	Dr. Mercedes D. Green, Ph.D.	07/21/2024

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

Company Name	Subcontractor(s):	Principal and/or Agent(s):
TRUE ESCAPE MFT	N/A	Dr. Mercedes D. Green, Ph.D.

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

Company Name	Individual(s) Name
N/A	N/A

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No  If **no**, please skip Question No. 10.

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

10. Name of Board of Supervisor Member:  N/A

Name of Contributor:  N/A

Date(s) of Contribution(s):  N/A

Amount(s):  N/A

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

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors while award of this Contract is being considered and for 12 months after a final decision by the County.