



Contract Number

SAP Number

Department of Aging and Adult Services – Public Guardian

Table with contract details: Department Contract Representative (Derrick Younger), Telephone Number (909-388-0222), Contractor (City of San Bernardino), Contractor Representative (Trudy Panowicz), Telephone Number ((909) 384-5434), Contract Term (October 22, 2024 through September 30, 2025), Original Contract Amount (\$99,900), Amendment Amount (N/A), Total Contract Amount (\$99,900), Cost Center (5296501036), Grant Number (800292).

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to designate a contractor of choice to operate Senior Nutrition Programs pursuant to the Modernization of Older Californians Act (MOCA), as further described in a statement of work (the "Services"); and

WHEREAS, the County conducted a competitive process to find City of San Bernardino (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 such 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:

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## A. DEFINITIONS AND REFERENCE DOCUMENTS

### Definitions

1. Adult: An individual between eighteen (18) years and sixty (60) years old.
2. Area Agency on Aging (AAA): An identifiable private nonprofit or public agency designated by the Department of Aging which works for the interests of older Californians within a Planning and Service Area (PSA). This agency engages in community planning, coordination, and program development, and, through contractual arrangements, provides a broad array of social and nutritional services. In 1976, the State of California designated San Bernardino County as an Area Agency on Aging. As a result of this designation, DAAS receives funding from the California Department of Aging to administer the programs authorized by the Older Americans Act.
3. Board: The San Bernardino County Board of Supervisors.
4. Brown Bag Program: A program that provides both surplus and donated edible fruits, vegetables, and other unsold food products to older individuals with low income.
5. California Department of Aging (CDA): Administers programs that serve older adults, adults with disabilities, family caregivers and residents in long term care facilities throughout the state.
6. Child: An individual under eighteen (18) years old.
7. Congregate Nutrition Services: Provides nutritious meals, nutrition education, and nutrition risk screening to individuals aged sixty (60) and older in a social setting. The program offers individuals an opportunity to socialize with others to reduce social isolation while promoting health and wellbeing through nutrition.
8. Contract: The legal agreement between the County and the Proposer resulting from the award issued pursuant to the Request For Proposal to the successful Proposer.
9. Contractor: Any individual, company, firm, corporation, partnership, or other organization to whom a contract award is made by the County.
10. County: County as used throughout this document, including its possessive form (County's), refers to San Bernardino County.
11. Department of Aging and Adult Services-Public Guardian (DAAS-PG): The County department that provides service to seniors and at-risk adults to improve or maintain choice, independence, and quality of life. DAAS works to ensure seniors and adults with disabilities have the right to age in the least restrictive environment.
12. Eligible Participant for Brown Bag Services: An older adult sixty (60) years of age and older with income at or below 185% of the Federal Poverty Level.
13. Eligible Population for Intergenerational Activities: An older adult sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [Older Americans Act (OAA) § 305 (a)(2)(E); 22 California Code of Regulations (CCR) 7125, 7127, 7130, 7135]
14. Eligible Population for Title III C-1 and C-2 Meals: Older individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [Older Americans Act (OAA) § 305 (a)(2)(E); 22 California Code of Regulations (CCR) 7125, 7127, 7130, 7135]
  1. Individuals eligible to receive a meal at a congregate nutrition site shall include the following:
    - a. Any older individual.
    - b. The spouse of any older individual.
    - c. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.

- d. A disabled individual who resides at home with and accompanies an older individual who participates in the program.
  - e. A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); and OAA 339(H)]
2. Individuals eligible to receive a home delivered meal are individuals who are:
    - a. Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 Code of Federal Regulations (CFR) 1321.69(a)].
    - b. A spouse of a person defined in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
    - c. An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
15. Equipment: Tangible personal property with a useful life of more than one (1) year and an acquisition cost of \$500 or more per unit.
  16. Groceries: Assistance to Older Americans Act (OAA) participants in the form of food items.
  17. Home Delivered Nutrition Services: Provides nutritious home delivered meals, nutrition education, and nutrition risk screening to individuals aged sixty (60) and older who are homebound because of illness, incapacity, disability, or are otherwise isolated.
  18. Human Services (HS): 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.
  19. Intergenerational Activities: Efforts related to the planning, development, and implementation of activities and programs that bring participants of the Older Californians Nutrition Program (OCNP) together with children or adults. Mutually beneficial intergenerational activities promote greater understanding and respect between generations and also strengthen older adults' recovery and resilience from the isolation and health impacts from the COVID-19 pandemic.
  20. Low Income: Income below 185% of the Federal Poverty Level.
  21. Nutrition Infrastructure: The capacity and infrastructure improvements for the OCNP including purchasing, upgrading, or refurbishing infrastructure for the production and distribution of OCNP meals.
  22. Older Americans Act (OAA): The overall purpose of this act is to provide comprehensive, coordinated, community based systems of service to persons aged sixty (60) and older in order to enable them to maintain health, personal dignity, and independence (42 USCA §3001 et seq.).
  23. Older Californians Nutrition Program (OCNP): Provides nutrition meals and services including the Title III C-1 Congregate Nutrition Services and Title III C-2 Home Delivered Nutrition Services.
  24. Older Individual: An individual who is sixty (60) years of age or older.
  25. Planning and Service Area (PSA): A geographical area, the boundaries of which are determined by the CDA pursuant to federal law and regulation. The CDA allocates funds to an AAA to provide services to older individuals residing within a specific PSA.
  26. Purchasing Agent: The Director of the County Purchasing Department.
  27. Restaurant Option (RO): An OCNP meal option providing older adults with vouchers for meals at licensed foodservice establishments such as restaurants, cafes, food trucks, and grocery stores with hot and/or cold meals. AAAs and/or nutrition providers contract with foodservice establishments to provide meals.

28. Restaurant Voucher: A paper or electronic system that Title III C-1 participants exchange for meals at designated restaurants.
29. 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.
30. Title III C-1 (Congregate Nutrition Services): Nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]
  1. Be open to the public. [45 CFR 1321.53(b)(3)]
  2. Not means test. [OAA § 315(b)(3)]
  3. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4); 22 CCR 7638.9]
  4. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f); 45 CFR 75.403(f)]
31. Title III C-2 (Home-Delivered Nutrition Services): Nutrition services provided to frail, homebound, or isolated older individuals including meals, nutrition education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current DGA. [22 CCR 7135, 22 CCR 7638.7(c)]
32. To Go Meals: Meals that are picked up by OCNP clients (or client's agent) or delivered to clients who are not comfortable dining in a congregate meal setting or are unable to attend during congregate mealtimes.
  1. C-1: To Go meals are categorized as C-1 meals if they are consumed onsite and include in person interaction (e.g., dining at congregate site such as restaurant, food truck, etc. or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc. or one-on-one with program volunteer via telephone) during the meal.
  2. C-2: To-Go meals are categorized as C-2 meals if they are consumed offsite without in person or virtual interaction.

**Reference Documents:**

Americans with Disabilities Act (42 U.S.C. section 12101 et seq.)

<http://www.ada.gov/pubs/adastatute08.pdf>

California Department of Aging <https://aging.ca.gov/>

California Department of Aging Program Memo 23-12 Nutrition Modernization (NM) Funding for the Older Californians Act Nutrition Services

<https://aging.ca.gov/download.ashx?IE0rcNUV0zY7cWLRGQMBfw%3D%3D>

California Department of Social Services Manual of Policies and Procedures Divisions 21 and 23, sections 600, 602, and 604

Div. 21 - <https://www.cdss.ca.gov/Portals/9/Regs/3cfcman.pdf>

Div. 23 - <https://www.cdss.ca.gov/ord/entres/getinfo/pdf/opsman4.pdf>

California Fair Employment and Housing Act (California Government Code section 12900, et seq.)

<https://www.dfeh.ca.gov/legal-records-and-reports/laws-and-regulations/>

California Government Code section 87100 et seq.

[http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=87100.&lawCode=GOV](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=87100.&lawCode=GOV)

California Penal Code section 11105.3

[http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=11105.3.&lawCode=PEN](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=11105.3.&lawCode=PEN)

California Public Records Act Government Code section 7920.000 et seq.

[https://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=7920.000.&lawCode=GOV](https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=7920.000.&lawCode=GOV)

California Retail Food Code

<http://www.cdph.ca.gov/Programs/CEHD/DFDCS/Pages/FDBHSCodes.aspx>

California Vehicle Code

[http://leginfo.legislature.ca.gov/faces/codes\\_displayexpandedbranch.xhtml?tocCode=VEH&division=6.&title=&part=&chapter=&article](http://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?tocCode=VEH&division=6.&title=&part=&chapter=&article)

California Welfare and Institutions Code section 10000 et seq.

[http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=WIC&sectionNum=10000](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=WIC&sectionNum=10000)

Clean Air Act (42 U.S.C. section 7401 et seq.)

<http://epa.gov/clean-air-act-overview/clean-air-act-text>

Clean Water Act (33 U.S.C. section 1251 et seq.)

<https://www.epa.gov/laws-regulations/summary-clean-water-act>

Environmental Protection Agency Regulations (40 C.F.R.)

<https://ecfr.federalregister.gov/current/title-40>

Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 13279, 13665, and 13672.

[http://www.dol.gov/ofccp/regs/compliance/ca\\_11246.htm](http://www.dol.gov/ofccp/regs/compliance/ca_11246.htm)

Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)] and Environmental Protection Agency regulations (40 C.F.R.) <http://www.archives.gov/federal-register/codification/executive-order/11738.html>

Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 1986)] and Executive Order 12689 <https://www.archives.gov/federal-register/codification/executive-order/12549.html> and Debarment, Suspension, And Other Responsibility Matters (48 C.F.R. Subpart 9.4)

Older Californians Nutrition Program Menu Guidance

[https://aging.ca.gov/Providers\\_and\\_Partners/Area\\_Agencies\\_on\\_Aging/Older\\_Californians\\_Nutrition\\_Program/Resources/](https://aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/Older_Californians_Nutrition_Program/Resources/)

Office of Management and Budget (OMB) Circulars

<https://www.whitehouse.gov/omb/information-for-agencies/circulars/>

Pro-Children Act of 1994 (20 U.S.C. section 6081 et seq.)

<https://www.law.cornell.edu/cfr/text/48/352.237-70>

San Bernardino County Policy (11-08) – Recycled products

<https://wp.sbcounty.gov/purchasing/wp-content/uploads/sites/3/2016/08/11-08.pdf>

State Energy Conservation Plan (California Code of Regulations, title 20, section 1401 et seq.)

<https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I88DFCEC0D44E11DEA95CA4428EC25FA0&originationContext=documenttoc&transitionType=Default&contextData=sc.Default>

Title VII of the Civil Rights Act of 1964 <http://www.eeoc.gov/laws/statutes/titlevii.cfm>

## **B. CONTRACTOR RESPONSIBILITIES**

Contactors shall provide all services as outlined in the Scope of Work (Attachment A) and shall be compensated on a cost reimbursement basis.

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

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

EPA Regulations – If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7401 et seq.); section 508 of the Clean Water Act (33 U.S.C. section 1251 et seq.); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]; and Environmental Protection Agency regulations (40 C.F.R.).

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

- 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. **Participation Clause** – The County desires that Municipalities, School Districts, and other Tax Districts within San Bernardino County requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of this Contract with such governmental bodies as though they have been expressly identified in this Contract, with the provisions that:
- a. Such governmental body does not have and will not have in force any other contract for like purchases.
  - b. Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this Contract.

31. **Air, Water Pollution Control, Safety and Health** – Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, including fire clearances, which apply to the work performed pursuant to this Contract.
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 DAAS 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 DAAS 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. **Copyright** – County shall have a royalty free, nonexclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.
46. **Artwork, Proofs and Negatives** – All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.
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 San Bernardino County Human Services Complaint and Grievance Procedure (Attachment B) 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:
  - 1) 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
  - 2) 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:



- 1) 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.
  - 2) 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.
  - 3) 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:
- 1) Place an immediate telephone call to Adult Protective services (1-877-565-2020) or local law enforcement to report the incident.
  - 2) 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, SOW, and other documents attached hereto or incorporated herein.
64. **Equipment** – County discourages the purchase of equipment with funds received under this Contract. All equipment, materials, supplies or property of any kind (including publications and copyrights, etc.) which have a single unit cost of five hundred dollars (\$500) or more, including tax, purchased with funds received under the terms of this Contract and not fully consumed in one (1) year shall be the property of County and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County upon Contract termination.
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 E** – 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 October 22, 2024 and expires September 30, 2025 but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for three (3) additional one (1) year periods by mutual agreement of the parties.
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. Develop and maintain professional relationships and open communication with Contractor.
2. Monitor and evaluate Contractor performance on an ongoing basis and schedule periodic meetings with Contractor to discuss performance, problem areas, procedures, and recommend changes.
3. Provide consultation and technical assistance in monitoring the terms of the Contract.
4. Compensate Contractor per the provisions outlined in the Fiscal Provisions section of this Contract.
5. Negotiate modifications or revisions of service to assure that all necessary service/program requirements are covered.

#### **F. FISCAL PROVISIONS**

1. The maximum amount of reimbursement under this Contract shall not exceed \$99,900 and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
2. Contractor shall be compensated on a cost-reimbursement basis, per the Program Budget (**Attachment D**) and incorporated by reference into this Contract.
3. A monthly invoice is due to DAAS Administration by the tenth (10<sup>th</sup>) working day of the month following the month of service. Invoices shall be mailed to the following address:

DAAS Administration  
Attention: Fiscal Analyst  
784 East Hospitality Lane  
San Bernardino, CA 92415-0515

Email: [AgingFiscal@hss.sbcounty.gov](mailto:AgingFiscal@hss.sbcounty.gov)

Invoices shall be issued with corresponding SAP Contract and/or Purchasing Order number stated on the invoice and shall be processed with a net sixty (60) day payment term following approval by County.

4. 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.

5. 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.
6. 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.
7. 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.
8. Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

#### **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 noncontributory 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:
- 1) Premises operations and mobile equipment.
  - 2) Products and completed operations.
  - 3) Broad form property damage (including completed operations).
  - 4) Explosion, collapse and underground hazards.
  - 5) Personal injury.
  - 6) Contractual liability.
  - 7) \$2,000,000 general aggregate limit.
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.
- If the Contractor is transporting one (1) or more nonemployee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.
- If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim 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.

- f. **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.

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

## 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&rgn=dv8](http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8) for further information.
7. The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Health and Human Services:

Number: Title

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	
UEI	
FAIN	

**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. INFORMATION INTEGRITY AND SECURITY**

1. Information Assets – The Contractor shall have in place operational policies, procedures, and practices to protect state information assets, i.e., public, confidential, sensitive and/or personal information as specified in State Administrative Manual 5300 to 5365.3, California Government Code section 11019.9, Information Security Program Management Standard SIMM 5305-A, Department of Finance Budget Letter 06-34, and California Department of Aging (CDA) Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets include, but are not limited to:

- a. Information collected and/or accessed in the administration of the state programs and services.
- b. Information stored in any media form (paper or electronic).



2. Encryption on Portable Computing Devices – The Contractor is required to encrypt, or use an equally effective measure, any data collected under the Contract that is confidential, sensitive, and/or personal, including data stored on portable computing devices, including, but not limited to, laptops, personal digital assistants, and notebook computers, and/or portable electronic storage media, including, but not limited to, discs, thumb/flash drives, and portable hard drives.
3. Disclosure
  - a. The Contractor shall ensure that personal, sensitive, and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and state policies. The requirement to protect information shall remain in force until superseded by laws, regulations, or policies.
  - b. “Identifying information” shall include, but is not limited to, name, identifying number, social security number, state Driver License or state identification number, financial account numbers, symbol, or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
  - c. The Contractor shall not, except as otherwise specifically authorized or required by this Contract or court order, disclose any identifying information obtained under the terms of this Contract to anyone other than DAAS and/or CDA without prior written authorization from DAAS or CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
4. Training/Education
  - a. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive, or confidential information. Contractor employees, subcontractors, and volunteers must complete the required Security Awareness Training module located at [https://aging.ca.gov/Information\\_security/](https://aging.ca.gov/Information_security/) or Contractor may substitute CDA’s Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA’s training requirement. Training must be conducted within thirty (30) days of the start date of the Contract or within thirty (30) days of the start date of any new employee, subcontractor or volunteer.
  - b. The Contractor must maintain certificates of completion on file and provide them to DAAS upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.
5. Contractor’s Confidentiality Statement – The Contractor shall sign and return a Confidentiality Statement CDA 1024 form with this Contract. This is to ensure that Contractors are aware of, and agree to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.
6. Security Incident Reporting – A security incident occurs when CDA information assets are accessed, modified, destroyed, or disclosed without proper authorization or are lost, or stolen. The Contractor must report all security incidents to DAAS immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to DAAS within five (5) business days of the date the incident was detected.
7. Notification of Security Breach to Data Subjects
  - a. Notice must be given by the Contractor or subcontractor to any data subject whose personal information could have been breached.
  - b. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary measures to restore system integrity are required.

- c. Notice may be provided in writing, electronically, or by substitute notice in accordance with state law, regulation, or policy.
8. Software Maintenance – The Contractor shall apply security patches and upgrades and keep virus software up to date on all systems on which data collected under this Contract that is confidential, sensitive, and/or personal may be used.

## **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 C) annually.

Contractor shall recognize any same sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familial relationships to reflect inclusion of same sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same sex spouses

and marriages legally entered into as described herein. [1 U.S.C. section 7(Section 3 of the Defense of Marriage Act)].

4. S.W.A.G. – The Contractor and its subcontractor vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get".
5. Bilingual and Linguistic Program Services
  - a. The Contractor shall take reasonable steps, based upon the linguistic needs of the service area to ensure that "alternative communication services" are available to non-English speaking or limited English proficiency (LEP) beneficiaries of services under this Contract. [2 CCR 11162].
  - b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
    - 1) Interpreters or bilingual providers and provider staff.
    - 2) Contracts with interpreter services.
    - 3) Use of telephone interpreter lines.
    - 4) Sharing of language assistance materials and services with other providers.
    - 5) Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
    - 6) Referral to culturally and linguistically appropriate community service programs.
  - c. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor.  
Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement.
6. 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 Contracts Unit  
150 South Lena Road  
San Bernardino, CA 92407  
Facsimile: 909-387-2900  
Email: [HSASDContractsUnit@hss.sbcounty.gov](mailto:HSASDContractsUnit@hss.sbcounty.gov)

City of San Bernardino  
290 N. D Street  
San Bernardino, CA 92401  
Facsimile:  
Email: [panowictz\\_tr@sbcity.org](mailto:panowictz_tr@sbcity.org)

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

City of San Bernardino

*(Print or type name of corporation, company, contractor, etc.)*

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

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

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

Name Rochelle Clayton  
*(Print or type name of person signing contract)*

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

Title Acting City Manager  
*(Print or Type)*

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

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

Address 290 N. D Street

San Bernardino, CA 92401

**FOR COUNTY USE ONLY**

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►  
\_\_\_\_\_  
Jacqueline Carey-Wilson, Deputy County Counsel

►  
\_\_\_\_\_  
Patty Steven, Contracts Manager

►  
\_\_\_\_\_  
Glenda Jackson, Assistant Director

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**San Bernardino County  
Modernization of Older Californians Act - Nutrition Services**

**SCOPE OF WORK  
October 22, 2024 through September 30, 2025**

Contractor: **City of San Bernardino**  
Service Area: **RSA**

**SCOPE OF WORK – INTERGENERATIONAL ACTIVITIES**

A. The Contractor shall:

1. Provide meals in accordance with the OAA and California Code of Regulations (CCR).
2. Promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code.
3. Conduct services and activities that support the goal to provide more meals to more older adults and/or the goal to pursue and conduct intergenerational activities for the purpose of connecting older adults with children/adults in conjunction with the OCNP. Examples of intergenerational activities include, but are not limited, the following:
  - a. Development or maintenance of partnerships and collaborative efforts with programs serving children to foster intergenerational connections between older adults and children.
  - b. Planning, development, or implementation of shared sites with programs serving meals to children to promote intergenerational meal programs.
  - c. Planning, development, or implementation of intergenerational cooking demonstrations or classes.
  - d. Planning, development, or implementation of shared garden site and intergenerational gardening activities.
  - e. Virtual or in person intergenerational social activities related to the C-1 or C-2 program.
  - f. Virtual or in person adult lunch companion for C-2 participants.
4. Use funding to provide meals for participants and activities that support intergenerational connections, however, funding may not supplant funds that would otherwise be available for other nutrition programs.
5. The Contractor shall provide a minimum of at least twenty-four (24) activities for twenty-five hundred (2,500) clients over the course of the contract while servicing at least one hundred twenty (120) unduplicated clients. The Contractor shall be able to provide accurate records of minimum units and number of unique clients.

City of San Bernardino				
Program	Amount	Activities	Clients	Unduplicated Clients
Intergenerational Activities	\$88,699	24	2,500	120

## REPORTING REQUIREMENTS/DELIVERABLES

- A. The Contractor shall report the following information monthly in Intergenerational Activities Data Reporting Tool (IGDRT).
1. The service units (meals) and estimated unduplicated client count for OCNP clients.
  2. The service units (meals) and estimated participant count for participants under age sixty (60).
  3. The service units (intergenerational activities) and estimated unduplicated client count for OCNP clients.
  4. The service units (intergenerational activities) and estimated participant count for participants under age sixty (60).
  5. A monthly narrative report describing intergenerational activities, demographics of participants of intergenerational activities, and successes and challenges, collaboration efforts, any capacity building strategies, and success stories that were a result of this program.

## SCOPE OF WORK – NUTRITION INFRASTRUCTURE

- A. The Contractor shall:
1. Use funds for nutrition infrastructure only in FY 2024/25.
  2. Use funds for nutrition infrastructure only for OCNP service providers.
  3. Use funds for capacity and infrastructure improvements for the OCNP including purchasing, upgrading, or refurbishing infrastructure for the production and distribution of OCNP congregate or home delivered meals, including but not limited to:
    - a. Production scale commercial kitchens. Examples include commercial grade equipment such as ovens, stoves, steamers, and mixers.
    - b. Warming, refrigeration, or freezer capacity and equipment. Examples include refrigerators and freezers, hot holding equipment, insulated food delivery bags, and steam tables.
    - c. Food delivery vehicles. Examples include cars/trucks/vans, and temperature controlled vehicles.
    - d. Improvements and equipment to expand capacity for providers of meals. Examples include:
      - i. Food/meal packing equipment, dishwashers, three (3) compartment sinks, prep tables, steam tables, and salad bars.
      - ii. Refurbishments including repair or replacement of damaged and/or deteriorated flooring and/or repair of damaged wall surfaces in areas where food is prepared, packaged, stored, served, or areas where kitchenware are washed and stored. Examples include installing new floor coverings or painting kitchen walls. **Note:** AAAs must verify flooring or painting is not covered under a building lease prior to requesting use of infrastructure

funding for this purpose and the AAA must maintain documentation in case of monitoring or audit.

- iii. Energy efficient light fixtures in kitchen or congregate meal service areas.
  - iv. Installation costs (labor/materials) for allowable improvements and equipment.
  - v. Furniture, including table and chairs, for congregate meal service areas.
- e. Technological infrastructure to support the OCNP. Examples include:
- i. Software. Examples include software for menu planning, meal tracking, surveying clients, C-2 initial/annual assessments and quarterly eligibility reassessments, and monitoring client health outcomes.
  - ii. Hardware. Examples include tablets to support C-2 staff for home assessments or to support C-1 staff for the virtual group interaction component for C-1 To Go meals; mobile phones to support C-2 drivers for meal delivery. Other examples include computing devices, workstations, servers, laptops, and notebook computers.

**B. The Contractor shall not:**

- 1. Use funding to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. This includes any equipment that is permanently affixed to a building such as non-portable generators, walk in refrigerators, and walk in freezers.

**C. The Contractor shall submit the following information to CDA prior to purchasing:**

- 1. A list of all planned equipment expenditures, including the item, cost, and the entity and the site receiving funding.
- 2. Completion of Equipment Request form for all planned capital expenditures that are not included on the Title IIIC Capital Expenditure Approved List, including all vehicles and technological or data system infrastructure expenses.
- 3. For all planned repairs or replacement of damaged and/or deteriorated flooring and/or repair of damaged wall surfaces, include a description of the project, the entity and site, estimated costs, and verification that flooring and/or painting is not covered under a building lease.
- 4. The Contractor shall track equipment purchased by the AAAs and their subcontractors on the CDA 9024 form.

**REPORTING REQUIREMENTS/DELIVERABLES**

- A. The Contractor shall track equipment purchased by the AAAs and their subcontractors on the CDA 9024 form.

**ADDITIONAL RESPONSIBILITIES**

- A. Contractor shall provide a system through which clients will have the opportunity to express and have considered their views, grievances, and concerns regarding the delivery of services. The procedure must be in writing, be approved by DAAS-PG, and made available to all recipients of services.

**B. Contractor Shall:**



## **ATTACHMENT A**

1. Submit monthly invoice to DAAS-PG no later than the 10<sup>th</sup> business day of the following month. (ex/ January invoice will be due by the 10<sup>th</sup> business day in February).
2. Provide DAAS-PG with three (3) contact persons for communication. Contractor must respond no later than two (2) business days of receiving communication from DAAS-PG.
3. Attend provider quarterly meetings with DAAS-PG.
4. Participate in County collaboration events to promote and/or provide Senior Supportive Services offered in County service area.
5. Provide notice within 24 hours to DAAS-PG of any changes to the Program that could restrict the operations of or access to, MOCA - Nutrition Services. These changes include but are not limited to, natural disasters, personnel changes, program or project phone number changes, headquarters office address changes and mailing address changes.
6. Contractor shall adhere to allowable activities and cost/cost principles per MOCA - Nutrition Services program guidelines, County, CDA and/or Federal regulations. In addition, Contractor shall make available all reasonable information necessary to substantiate that expenditures under the Contract are allowable.
7. Ensure all posters, signs, and brochures (materials) are prepared in English and Spanish. DAAS-PG may request material to be prepared in other languages as necessary. These materials should be posted and distributed in locations that serve minority communities such as churches, community service centers, and small stores within minority communities.
8. Ensure staff providing services with access to personal identifiable information must go through a thorough background check, with evaluation of the results to assure there is no indication that the person may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each person's background check documentation for a period of three (3) years following contract termination.
9. Conduct outreach in the communities served to community groups and organizations. All outreach activities will be documented and kept on file to be reviewed during program monitoring to be scheduled and conducted by DAAS-PG staff.



Aging and Adult Services  
Public Guardian

## CLIENT COMPLAINT AND GRIEVANCE Older Americans Act Programs

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**As a recipient of services provided by the Older Americans Act (OAA) programs, you, or a person authorized to act on your behalf, can file a complaint against contractors, volunteers, and employees of programs administered by the Department of Aging and Adult Services – Public Guardian (DAAS-PG), the designated local Area Agency on Aging (AAA) for San Bernardino County.**

You have a right to confidentiality and your right to privacy will be respected to the extent possible. Only information relevant to your complaint will be released to the responding party unless you consent otherwise.

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### **PURPOSE**

The *Client Complaint and Grievance Procedure* establishes a process for reviewing and resolving grievances promptly and to facilitate the resolution of grievances informally at the lowest level possible.

### **SERVICE PROVIDERS**

OAA program services may be provided by DAAS-PG staff (direct services) or community-based organizations via county contracts (contracted services).

#### Direct services:

- Senior Information and Assistance (SIA) (Title IIIB and IIIE)
- Senior Community Service Employment Program (Title V)

#### Contracted services:

- Title IIIB – Supportive Services
- Title IIIC – Older Californians Nutrition Program
- Title IIID – Disease Prevention and Health Promotion Program
- Title IIIE – Family Caregiver Support Program
- Title VII and VIIA – Long Term Care Ombudsman, and Prevention of Elder Abuse, Neglect, and Exploitation
- Health Insurance Counseling and Advocacy Program (HICAP)
- Modernization of Older Californians Act – Nutrition Modernization (NM)
- Modernization of Older Californians Act – Supportive Services

*Note: If your complaint involves an issue of professional conduct that is under the jurisdiction of another entity, you will be referred to the appropriate organization to pursue your complaint.*

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## **COMPLAINTS**

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Complaints may involve, but are not limited to:

- Amount or duration of a service.
- Denial or discontinuance of a service.
- Dissatisfaction with the service provided or with the service provider.
- Failure of the service provider to comply with any of the requirements in the contract or regulations.
- If you believe you have been discriminated against or there has been a violation of any laws or regulations.

## **PROCESS OVERVIEW**

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All programs strive to review concerns, complaints, and grievances promptly and facilitate resolution at the lowest level possible.

Following is an overview of the grievance process:

### Level I Review

1. Complainant submits grievance form (OAA GV 7406) to the service provider.
2. Level I review conducted by the service provider.
3. Complainant receives a written decision from the service provider.
4. Complainant may submit an appeal, if desired.

### Level II Review

5. Level II review conducted by DAAS-PG Administration.
6. Complainant receives a written decision from DAAS-PG Administration.
7. Complainant may submit an appeal and request an impartial hearing, if desired.

### Hearing

8. Final grievance review by Hearing Officer/Panel.

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*continued on next page*

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## FIRST LEVEL OF GRIEVANCE (LEVEL I)

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The contracted service provider is the first administrative level of resolution for complaints regarding OAA program services.

*Note: If the complaint is regarding direct services, the complaint will be investigated and responded to under the provisions of Level II grievance.*

### Timeframes

- You must complete and submit the grievance form (OAA GV 7406) to the contracted service provider within **one (1) week** of the alleged violation.
- If possible, discuss issue with the contracted service provider and make a good faith effort to resolve. The service provider will issue a written response **no later than ten (10) business days** after receipt of grievance, or from date of discussion.

### Resolution

If resolved at this level no further action is required. If your complaint is not resolved, you may appeal the decision of the provider to second-level review.

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## SECOND LEVEL OF GRIEVANCE (LEVEL II)

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DAAS-PG Administration is the second level of resolution for complaints regarding OAA program services. The provisions of this section shall apply to the following:

- When the AAA (DAAS-PG) is the direct service provider and the subject of the complaint.
- If you are dissatisfied with the contracted service provider's response at the first level of grievance.

### Time Frame

If the contract provider does not resolve your complaint, you may appeal their decision to the second level of grievance **within fifteen (15) business days** of their written decision.

### Instructions

All second level grievances must be submitted in writing and contain the information referenced in the first level of grievance.

- If you cannot submit a written complaint at this level, you, or your authorized designee, may request DAAS-PG to verbally accept the complaint or provide assistance in writing out the complaint.
- If DAAS-PG writes out the complaint, the complainant must review and sign the written complaint.

Complaints may be hand delivered, mailed, or sent via fax to:

Department of Aging and Adult Services-Public Guardian  
Attention: Deputy Director - Administration  
784 East Hospitality Ln.  
San Bernardino, CA 92415  
Fax: (909) 891-3940

### Processing

- The Deputy Director, or designee, will conduct an impartial investigation of the written complaint. A good faith effort will be made to resolve the complaint.
- A written response will be prepared and issued **no later than fifteen (15) business days** after receipt of the complaint.
- The written response will address the merits of the complaint and will provide a resolution to the complaint or deny the complaint with an explanation.

### Resolution

If resolved at this level no further action is required. If your complaint is not resolved, you may exercise your right to request an Administrative Hearing pursuant to Section 7406 of Title 22.

## **FINAL LEVEL OF GRIEVANCE (HEARING)**

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An impartial hearing officer/panel is the final level of resolution for complaints regarding OAA program services.

### Time Frames

- If you are dissatisfied with the results of the review conducted at the second level of grievance, you may appeal the decision **within thirty (30) days** from the receipt of the written report and request a hearing to present your complaint orally before an impartial hearing officer/panel.
- A hearing will be scheduled **no later than forty-five (45) days** from the receipt of the hearing request.
- A proposed decision will be issued **no later than thirty (30) days** after the date of hearing.
- **No later than thirty (30) days** after receipt of the proposed decision, the Director or the Chairperson shall either adopt the proposed decision as the final decision or write a new final decision.

### Instructions

- Your request for a hearing can be made either orally or in writing to the Director of San Bernardino County, Department of Aging and Adult Services.

- A hearing will be scheduled **no later than forty-five (45) days** from the receipt of your hearing request.
- You will be notified of the following:
  - The date, time, and location of the hearing.
  - Your right, and other party's right, to be present at the hearing and/or to have another person act on their behalf, including the right to have legal counsel present.

### Hearing Procedure

- An impartial hearing officer or panel will manage the hearing.
- All persons testifying at the hearing will be placed under oath or affirmation.
- The hearing will be informal with testimony being restricted to the issues requiring resolution.
- Technical rules of evidence and procedure will not apply at the hearing.
- During the hearing all parties will have the right to:
  - present evidence and witnesses.
  - examine witnesses and other sources of relevant information and evidence.
  - be recorded verbatim, either electronically or stenographically.

### Conclusion of the Hearing

- **No later than thirty (30) days** after the date the hearing was held, the hearing officer/panel will prepare a proposed decision based upon all relevant evidence presented and will consider applicable policies, procedures, regulations, and laws governing the program in reaching a decision.
- The proposed decision will include the following:
  - a description of each issue.
  - a statement indicating the complaint was upheld or denied. In the case of complaints that are upheld, an explanation of the remedy will be included.
  - a citation of applicable laws and regulations.
- The proposed decision will be forwarded to the Director of DAAS-PG for issuance of a final decision.
- If the complaint is against the Director of DAAS-PG, the proposed decision will be forwarded to the Chairperson of the Governing Board for issuance of a final decision.
- **No later than thirty (30) days** after receipt of the proposed decision, the Director or the Chairperson shall either adopt the proposed decision as the final decision or write a new final decision.
- The decision will be mailed to the parties involved.
- The decision is final and not subject to appeal.
- The decision will include procedures for ensuring that the remedies, if any, specified in the final decision are implemented.

**CIVIL RIGHTS**

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If you believe that your civil rights have been violated, please contact:

Deputy Director, Administration  
Department of Aging and Adult Services-Public Guardian  
784 East Hospitality Ln.  
San Bernardino, CA 92415





## CLIENT COMPLAINT AND GRIEVANCE Older Americans Act Programs

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### Instructions

You must complete and submit the grievance form (OAA GV 7406) **within one (1) week** of the alleged violation.

Complete the attached form and provide the requested information:

- Name, mailing address, and telephone number of complainant or person authorized to act on behalf of the complainant.
- Date and time of occurrence and names of individuals involved.
- Name of Service Provider, and type of service involved.
- Description of the grievance. Be as specific as possible.
- Names of witnesses and contact information, if any.
- If applicable, cite the alleged violation of regulation, law or policy.
- Requested remedy or resolution.
- Signature.

### Complaints Regarding Contracted Services

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Submit the completed form (OAA GV 7406) directly to the contracted service provider.

#### Contracted services:

- Title IIIB – Supportive Services
- Title IIIC – Older Californians Nutrition Program
- Title IIID – Disease Prevention and Health Promotion Program
- Title IIIE – Family Caregiver Support Program
- Title VII and VIIA – Long Term Care Ombudsman, and Prevention of Elder Abuse, Neglect, and Exploitation
- Health Insurance Counseling and Advocacy Program (HICAP)
- Modernization of Older Californians Act – Nutrition Modernization (NM)
- Modernization of Older Californians Act – Supportive Services

### Complaints Regarding Direct Services

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Submit the completed form to DAAS-PG Administration. Complaints may be hand delivered, mailed, or sent via fax to:

Department of Aging and Adult Services-Public Guardian  
 Attention: Deputy Director  
 784 East Hospitality Ln.  
 San Bernardino, CA 92415  
 Fax: (909) 891-3940

#### Direct services:



## **CLIENT COMPLAINT AND GRIEVANCE Older Americans Act Programs**

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- Senior Information and Assistance (SIA) (Title III B and III E)
- Senior Community Service Employment Program (Title V)

_____	_____
<b>Grievant Name</b>	<b>Name of Service Provider</b>
_____	_____
<b>Mailing Address</b>	<b>Date of Action Causing Grievance</b>
_____	_____
<b>Telephone Number</b>	<b>Date of Meeting with Contract Provider</b>

<p><b>Grievance Description</b> (Provide a clear and concise statement. Attach additional sheets if necessary.)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p><b>Remedy Sought</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p><b>GRIEVANCE PROCEDURE CERTIFICATION</b></p> <p>This is to certify that I have read, understood, and received a copy of the Client Complaint and Grievance Procedures for Older Americans Act Programs.</p> <p>This information provided is true and accurate to the best of my knowledge.</p> <p>_____</p> <p style="text-align: center;">Grievant Signature</p> <p>_____</p> <p style="text-align: center;">Date Filed</p>



Aging and Adult Services  
Public Guardian

**CLIENT COMPLAINT AND GRIEVANCE  
Older Americans Act Programs**

_____	_____
<b>Grievant Name</b>	<b>Name of Service Provider</b>
_____	_____
<b>Mailing Address</b>	<b>Date of Action Causing Grievance</b>

<b>GRIEVANCE REVIEW - LEVEL I</b>	
<b>A written response must be issued to the Grievant no later than ten (10) business days after receipt of grievance, or from date of discussion.</b>	
_____	_____
<b>Date Received</b>	<b>Level I Reviewer Printed Name</b>
_____	_____
<b>Response Date</b>	<b>Level I Reviewer Signature</b>
<b>Level I Decision (Attached on separate sheet)</b>	

<b>GRIEVANT ACKNOWLEDGEMENT AND RESPONSE TO FIRST LEVEL REVIEW</b>	
<b>If the contract provider does not resolve your complaint at the first level of grievance, you may appeal their decision to the second level of grievance within fifteen (15) business days of their written decision.</b>	
<input type="checkbox"/> <b>I agree</b> with decision and <b>do not appeal</b> to the second level. <i>Please return one copy of this form to the Service Provider.</i>	
<input type="checkbox"/> <b>I do not agree</b> with decision and <b>appeal</b> to the second level. <i>Please return one copy of this form to DAAS-PG Administration.</i>	
_____	_____
<b>Grievant Signature</b>	<b>Date Signed</b>

Appeals may be hand delivered, mailed, or faxed to:

DAAS-PG Administration  
Attention: Deputy Director  
784 East Hospitality Ln.  
San Bernardino, CA 92415  
Fax: (909) 891-3940



Aging and Adult Services  
Public Guardian

**CLIENT COMPLAINT AND GRIEVANCE  
Older Americans Act Programs**

_____	_____
<b>Grievant Name</b>	<b>Name of Service Provider</b>

<b>GRIEVANCE REVIEW - LEVEL II</b>	
<b>A written response must be issued to the Grievant no later than fifteen (15) business days after receipt of first level appeal.</b>	
_____	_____
Date Received	Level II Reviewer Printed Name
_____	_____
Response Date	Level II Reviewer Signature
<b>Level II Decision (Attached on separate sheet)</b>	

<b>GRIEVANT ACKNOWLEDGEMENT AND RESPONSE TO LEVEL II REVIEW</b>	
<b>If DAAS-PG Administration does not resolve your complaint at the second level of grievance, you may appeal their decision and request an impartial hearing within fifteen (15) business days of their written decision.</b>	
<input type="checkbox"/> I agree with the decision and <b>do not appeal</b> for a hearing.	
<input type="checkbox"/> I <b>do not agree</b> with the decision and <b>appeal</b> for a hearing.	
<b>Reason for appeal:</b>	
_____	
_____	
_____	
_____	
_____	
Grievant Signature	Date Signed

**ASSURANCE OF COMPLIANCE STATEMENT**

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

\_\_\_\_\_  
CITY OF SAN BERNARDINO

(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

\_\_\_\_\_  
CITY OF SAN BERNARDINO

\_\_\_\_\_  
ADDRESS

**San Bernardino County  
Modernization of Older Californians Act - Nutrition Services  
PROGRAM BUDGET  
October 22, 2024 through September 30, 2025**

Contractor: **City of San Bernardino**  
Service Area: **RFA**

\$99,900 designated for Intergenerational Activities and Nutrition Infrastructure. This amount includes a one-time purchase of equipment in an amount not to exceed \$11,201.



## ATTACHMENT E

### 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: City of San Bernardino
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: N/A
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):  
N/A
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	N/A

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months)
N/A	N/A	N/A

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):
N/A	N/A	N/A

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: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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.