



**Contract Number**  
19-306 A-1

**SAP Number**  
4400011511 A-1

## Children and Family Services

<b>Department Contract Representative</b>	Kris Bussard
<b>Telephone Number</b>	(909) 386-8395
<b>Contractor</b>	Walden Family Services
<b>Contractor Representative</b>	Sue Evans
<b>Telephone Number</b>	(951) 204-8299
<b>Contract Term</b>	July 1, 2019 through September 30, 2023
<b>Original Contract Amount</b>	\$ 975,000
<b>Amendment Amount</b>	\$ 300,000
<b>Total Contract Amount</b>	\$1,275,000
<b>Cost Center</b>	5017031000

### **AMENDMENT NO. 1**

It is hereby agreed to amend Contract No. 19-306, effective October 1, 2022, as follows:

### **SECTION I. DEFINITIONS**

**Add Section I. Paragraphs T. and U. to read as follows:**

- T. Contract – The Contract between the County and the Contractor.
- U. Services – The required services described in this Contract.

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

**Amend Section III, Paragraph A to read as follows:**

- A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County. Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to Title 48 Code of Federal Regulations (CFR), Chapter 1, Subchapter B, Part 9.4. By signing this Contract, Contractor certifies that:
  - 1. Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
  - 2. Have not within a three-year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction or records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (A)(2) herein; and
4. Have not within a three-year period preceding this Contract had one (1) or more public transactions (Federal, State or local) terminated for cause or default.

**Add Section III., Paragraph BB (4) to read as follows:**

4. Equity – Contractor shall adhere to and participate in County efforts ensuring all individuals and communities have equal access and opportunity to health and wellbeing by providing culturally and linguistically appropriate services to all people of color and culture, age, disabilities, gender, sexual orientation or gender identity including people with limited English proficiency (LEP). Services provided must be respectful of and responsive to the cultural and linguistic needs of County residents.
  - a. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible service population. Such studies are critical to designing and planning for providing appropriate, effective and equitable services.
  - b. Contractor shall partner with and support community partners in addressing disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services. Partnering includes opportunities for partners and community members to design, implement and evaluate practices, and services ensuring equity and cultural and linguistic appropriateness.
  - c. Contractor shall work with County to communicate and provide opportunities for individuals and communities of color and culture to provide feedback on progress and outcomes achieved to address disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services.
  - d. Contractor shall recruit, promote and support a culturally and linguistically diverse workforce that is responsive to and represents the population being served. This includes trained and competent bilingual staff.
  - e. Contractor shall provide training to enhance its workforce knowledge on cultural and linguistic competence. Becoming culturally and linguistically competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective health and human services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect quality of care and is not cost-effective.
  - f. To ensure equal access to quality care for diverse populations, Contractors providing health and health care services may adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.
  - g. Upon request, Contractor will provide County Human Services evidence of adherence to requirements listed above.

**Amend Section III. Paragraph Y (11. e.) to read as follows:**

- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits.

or

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

or

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

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

**Add Section III. Paragraphs KK through QQ to read as follows:**

- KK. 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.

- LL. The Assistant Executive Officer of Department Operations 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.

- MM. 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.

- NN. 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
- OO. Contractor shall comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C 6081 et seq.).
- PP. Contractor shall ensure that Services provided are accessible by public transportation.
- QQ. 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.

## **SECTION V. FISCAL PROVISIONS**

**Amend Paragraph A, to read as follows:**

- A. The maximum amount of payment under this Contract shall not exceed \$1,275,000 and shall not exceed \$300,000 annually. The \$1,275,000 may be federally funded, and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

## **SECTION VIII. TERM**

**Amend Section VIII, to read as follows:**

- A. This This Contract is effective as of July 1, 2019 and expires September 30, 2023 but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for one (1) additional nine-month period by mutual agreement of the parties.
- B. The County may terminate the Contract immediately if the funds under Section V Paragraph A are not available to the County, and under the provisions of Section VII, Paragraph C (5) of the Contract, or as otherwise provided in this Contract. In addition, the Contract may be terminated by the County for any reason, with a thirty (30) day written notice of termination. The Assistant Executive Officer of Department Operations is authorized to exercise the County's rights with respect to any termination of this Contract. Such termination may include all or part of the services described herein.
- C. 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.
- D. 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.

## **XI. CONCLUSION**

### **Amend Section XI. Paragraph C to read as follows:**

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

### **Add Section XI. Paragraph D to read as follows:**

- D. **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 the day, month and year written.

## **ATTACHMENTS**

**Add Attachment G** - Independent Living Program Extended Care Services Program Budget, October 1, 2022 through September 30, 2023.

**All other terms and conditions of Contract No. 19-306 remain in force and effect.**

SAN BERNARDINO COUNTY

►

Curt Hagman, Chairman, Board of Supervisors

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

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

Lynna Monell  
Clerk of the Board of Supervisors  
of San Bernardino County

By \_\_\_\_\_

Deputy

Walden Family Services

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

By ►

(Authorized signature - sign in blue ink)

Name Sue Evans

(Print or type name of person signing contract)

Title Chief Operating Officer

(Print or Type)

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

Address 8525 Gibbs Drive, Suite 100

San Diego, CA 92123

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►

Kristina Robb, Principal Assistant County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►

Patty Steven, HS Contracts Manager

Date \_\_\_\_\_

Reviewed/Approved by Department

►

Jeany Zepeda, Director

Date \_\_\_\_\_

## EXTENDED CARE SERVICES BUDGET

I. PROGRAM COSTS  
A. Salaries and Benefits

		TOTAL COST TO THE ORGANIZATION	PERCENT CHARGED TO GRANT	PROPOSED BUDGET AMOUNTS	CURRENT BUDGET AMOUNTS	LINE ITEM CHANGE
1	Job Title: COO . FTE					
	Salary	\$96,000	20%	\$19,200	\$19,200	
	Benefit	\$26,880	20%	\$5,376	\$5,376	
2	Job Title: TAY Services Program Director 1.0 FTE	\$67,292	90%	\$60,563	\$56,160	\$4,403
	Benefit	\$20,188	90%	\$18,169	\$12,511	\$5,658
3	Job Title: Life Skills Coach 1.0 FTE	\$49,020	100%	\$49,020	\$40,230	\$8,760
	Benefit	\$14,706	100%	\$14,706	\$10,741	\$3,965
						\$22,786
4	Job Title: Life Skills Coach/Employment & Education Specialist 0.45 FTE	\$45,760	50%	\$22,880	\$40,230	(\$17,350)
	Benefit	\$10,610	50%	\$5,305	\$10,741	(\$5,436)
10	<b>Total Budgeted Salaries and Benefits – Subtotals (A):</b>	<b>\$330,456</b>		<b>\$195,219</b>		<b>\$0</b>

## B. Operational Costs

		TOTAL COST TO THE ORGANIZATION	PERCENT CHARGED TO GRANT	PROPOSED BUDGET AMOUNTS	CURRENT BUDGET AMOUNTS	LINE ITEM CHANGE
1	Mileage	\$2,650	100%	\$2,650	\$2,650	\$0
2	Cell Phone/On Call Stipends	\$1,189	100%	\$1,189	\$1,189	\$0
3	Lease	\$35,360	75.0%	\$26,520	\$25,320	\$1,200
4	Utilities	\$3,000	100%	\$3,000	\$3,000	\$0
5	Youth Training	\$10,000	100%	\$10,000	\$10,000	\$0
6	Office Supplies & Maintenance	\$1,000	100%	\$1,000	\$1,000	\$0
7	Technology & Maintenance	\$350	100%	\$5,380	\$1,000	\$4,380
8	Postage	\$500	100%	\$500	\$500	\$0
9	Telephones	\$3,400	100%	\$4,400	\$7,600	(\$3,200)
10	Employee Advertising	\$150	100%	\$150	\$150	\$0
11	Printing	\$500	100%	\$500	\$500	\$0
12	DOJ Processing	\$200	100%	\$200	\$200	\$0
13	Staff Training	\$3,430	100%	\$3,430	\$3,430	\$0
14	YA Expenses	\$21,000	100%	\$21,000	\$21,000	\$0
	Transportation					
	Educational/Voc. Training					
	Daily Living Skills					
	Health & Safety					
	Employment Training					
	Incentives					
	<b>Operational Expenses: Subtotals (B)</b>	<b>\$ 82,729</b>		<b>\$79,919</b>	<b>\$77,539</b>	<b>\$2,380</b>

## Total Program Costs:

A.	Salaries and Benefits	\$195,219
B.	Operational Expenses	\$79,919
C.	<b>Subtotal (A+B)</b>	<b>\$275,138</b>
D.	De Minimis Rate	\$24,862
	<b>Total Contract Costs (C+D)</b>	<b>\$300,000</b>

Budget Modification Narrative: October 22- September 23					
Line Item			Explanation		Change
<b>Salaries and Benefits</b>			<b>(changes requested to be reflected on our invoice for October 22 expenses)</b>		
2.TAY Program Director			We would like to increase this line item due to change in position to program director 10% charged other programs		\$ 4,403
			Increase in benefits		\$ 5,658
3. TAY Life Skills Coach			We would like to increase this line item due an increase in salary/ increase in minimum wage and COLA to \$23/hr plus bilingual stipend \$0.58		\$ 8,760
			Increase in benefits		\$ 3,965
4. TAY education and employment specialist			We would like to decrease this line item as sharing position with other programs,this will be upto 20 hr position/ \$22/hr		\$ (17,350)
			Decrease in benefits		\$ (5,436)
<b>Operational Costs (changes requested to be reflected on our invoice for October 22 expenses)</b>					
3. Lease			We would like to increase this line item by \$1200 to adjust for increase in cost of janitorial services		\$ 1,200
7.Technology			We would like to increase this line item by \$4380 due to increased cost of IT contract, cost purchasing new software/laptops/ equipment		\$ 4,380
9. Telephones			We would like to decrease this line item by \$3200 due to new internet service which has reduced costs		\$ (3,200)