

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



Contract Number

22-1111

SAP Number

## Human Services

|                                           |                                           |
|-------------------------------------------|-------------------------------------------|
| <b>Department Contract Representative</b> | <u>Karyn Baxter</u>                       |
| <b>Telephone Number</b>                   | <u>(909) 386-8369</u>                     |
| <b>Contractor</b>                         | <u>Inland Southern California 211+</u>    |
| <b>Contractor Representative</b>          | <u>Lisa Wright</u>                        |
| <b>Telephone Number</b>                   | <u>(909) 980-2857</u>                     |
| <b>Contract Term</b>                      | <u>July 1, 2022 through June 30, 2025</u> |
| <b>Original Contract Amount</b>           | <u>\$1,822,680</u>                        |
| <b>Amendment Amount</b>                   | <u>N/A</u>                                |
| <b>Total Contract Amount</b>              | <u>\$1,822,680</u>                        |
| <b>Cost Center</b>                        | <u></u>                                   |

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, San Bernardino County (County) desires to designate a contractor of choice to continue its participation in the Inland SoCal 211 in an effort to provide timely, effective access to accurate and comprehensive Information and Referral services for the residents of San Bernardino County through a toll free telephone call center, as further described in a statement of work (the "Services"); and

**WHEREAS**, based upon and in reliance on the representations of Inland Southern California 211+ (Contractor), the County finds Contractor qualified to provide Information and Referral services; and

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

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

## TABLE OF CONTENTS

|                                                                 |    |
|-----------------------------------------------------------------|----|
| A. DEFINITIONS .....                                            | 3  |
| B. CONTRACTOR RESPONSIBILITIES.....                             | 5  |
| C. GENERAL CONTRACT REQUIREMENTS .....                          | 11 |
| D. TERM OF CONTRACT .....                                       | 22 |
| E. COUNTY RESPONSIBILITIES.....                                 | 22 |
| F. FISCAL PROVISIONS.....                                       | 23 |
| G. INDEMNIFICATION AND INSURANCE REQUIREMENTS .....             | 25 |
| H. RIGHT TO MONITOR AND AUDIT .....                             | 28 |
| I. CORRECTION OF PERFORMANCE DEFICIENCIES .....                 | 29 |
| J. INFORMATION INTEGRITY AND SECURITY .....                     | 30 |
| K. EQUAL EMPLOYMENT/EMPLOYMENT DISCRIMINATION/CIVIL RIGHTS..... | 31 |
| L. NOTICES.....                                                 | 33 |
| M. ENTIRE AGREEMENT .....                                       | 33 |

## ATTACHMENTS

- A. COMPLAINT AND GRIEVANCE PROCEDURE
- B. ASSURANCE OF COMPLIANCE
- C. INFORMATION AND SECURITY STATEMENT / CONFIDENTIALITY STATEMENT (CDA 1024)
- D. SECURITY INCIDENT STATEMENT (CDA 1025)

## A. DEFINITIONS

1. 2-1-1 – A special abbreviated telephone number reserved in the North American Numbering Plan as an easy-to-remember three-digit code to reach information and referral services to health, human, and social service organizations.
2. 2-1-1 Reentry Data form – A contact form used to create reports specific to reentry.
3. 2-1-1 Resource Database (Resource Database) – A computerized body of information about community resources maintained by the Information & Referral service. The Resource Database includes information about community, social, and health organizations to assist in providing referrals, such as what an organization does and who is served.
4. Alliance of Information and Referral Systems (AIRS) – The professional membership for community Information and Referral services. AIRS is the driving force behind the delivery of quality Information and Referral services and the sole source for standards, program accreditation, and practitioner certification in the Information and Referral sector.
5. Application Programming Interface (API) – A way for two (2) or more computer programs to communicate with each other. API is a type of software interface, offering a service to other pieces of software. A document or standard that describes how to build or use such a connection or interface is called an API specification. A computer system that meets this standard is said to implement or expose an API. The term API may refer either to the specification or to the implementation.
6. ATT Relay Services – Service for anyone who is deaf, hard-of-hearing, late-deafened, deaf-blind, or speech impaired, and who uses a TTY/TDD or standard telephone to communicate. The message is skillfully related by a Communications Assistant (CA), word for word, to the hearing person on the other end of the line. The CA types what the hearing person has said back to the TTY/TDD user. As required by law, each conversation is handled with the strictest of confidentiality and in accordance with the confidentiality requirements in Section C.10 of this Contract.
7. California Public Utilities Commission (CPUC) – A regulatory agency that regulates privately owned public utilities in the state of California, including electric power, telecommunications, natural gas, and water companies. In addition, CPUC regulates common carriers, including household goods movers, passenger transportation companies, and rail crossings safety. The CPUC requires Information and Referral providers to meet AIRS requirements.
8. Call Center – Three (3) digit (2-1-1), toll-free, person-to-person, telephone access center for free information about community, health, human, and disaster services in San Bernardino County.
9. Call Wait Time – The amount of time it takes for Contractor to respond to incoming calls to the Call Center.
10. Child and Adult Abuse Hotline (CA AHL) – The toll-free County hotline for receiving reports of suspected child or adult abuse.
11. Children and Family Services (CFS) – The County department that administers programs designed to address child abuse and neglect. CFS provides family-centered programs and services that strengthen, preserve, and ensure children have access to safe and permanent family units. CFS provides support for families to reduce risk and harm to children, improve parenting skills, and develop strong social support networks for families.
12. Community Corrections Partnership – A countywide partnership whose principal purpose is to develop, as needed, an implementation plan that represents a countywide programming plan for the realigned population. Pursuant to Penal Code section 1230, the membership includes the following: 1) the Chief Probation Officer (Chair); 2) the Presiding Judge of the Superior Court, or his or her designee; 3) a county supervisor or the Chief Administrative Officer of the county or a designee of the Board of Supervisors; 4) the District Attorney; 5) the Public Defender; 6) the Sheriff; 7) a Chief of Police; 8) the head of the county department of social services; 9) the head of the county department of mental health; 10) the head of the county department of Employment; 11) the head of the county Alcohol and Substance Abuse programs; 12) the head of the county

of Office of Education; 13) a representative from a community-based organization with experience in successfully providing rehabilitative services to persons who have been convicted of a criminal offense; and 14) an individual who represents the interests of victims.

13. Contract – The Contract between the County and the Contractor.
14. Customer/Client – End User of 2-1-1 San Bernardino County for Information and Referral services via telephone communication, internet, or any device designed to make contact with 2-1-1 San Bernardino County for the hearing impaired.
15. Department of Aging and Adult Services (DAAS) – The San Bernardino County department that empowers older adults and individuals with disabilities by providing services and working with individuals, service providers, and communities to improve or maintain choice, independence, and quality of living.
16. Department of Public Health (DPH) – The department created in 1931 to prevent epidemics and the spread of disease, protect against environmental hazards, prevent injuries, promote and encourage healthy behaviors, respond to disasters and assist communities in recovery, and assure the quality and accessibility of health services throughout San Bernardino County.
17. Five 9 – A Cloud Contract software that runs an inbound, outbound, or blended contact center, including multichannel sophisticated management applications such as real-time and historical reporting, recording, workforce management, and quality monitoring. The Cloud storage should not be located in a publicly accessible Cloud.
18. Human Services – San Bernardino County Human Services (HS), a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
19. iCarol – A help line and contact center software that organizes call content and live chat service and integrates it with resource referral, scheduling, and staff and volunteer management.
20. In-Bound Calls – Customer telephone calls to the Call Center.
21. Information and Referral (I & R) – Those services or activities designed to provide information about services provided by public and private service providers and brief assessment of client needs (but no diagnosis and evaluation) to facilitate referral to community resources.
22. Inland SoCal 211 – The San Bernardino Information and Referral Line for health and human services. Previously known as San Bernardino County 211.
23. Kinship Support Services Program (KSSP) – The program authorized under Welfare and Institutions Code Section 16605 that links community-based resources and services to children and young adults living with relative caregivers and Non-Related Extended Family Members (NREFM). The primary purpose of KSSP is to:
  - a. Increase placement stability and safety of children in kin-care;
  - b. Decrease risk of dependency of children and young adults raised by relatives;
  - c. Increase caregiver capacity to provide appropriately for the children's basic needs, nurturing, discipline, academic needs, cultural enrichment/opportunities, etc.; and
  - d. Decrease caregivers' feeling of isolation and stress.KSSP offers various services, which can include the following:
  - a. Case Management;
  - b. Healthcare Management/Advocacy;
  - c. Family and Youth Recreation;
  - d. Support Groups;
  - e. Educational Seminars;

- f. Tutoring and Educational Advocacy;
  - g. Supportive Counseling;
  - h. Guardianship Support;
  - i. Family Conferencing;
  - j. Respite Care;
  - k. Guardianship Clinics; and
  - l. Referrals and Advocacy.
- 24. MyTTY – Software that loads on a server and allows any computer connected through the local area network (LAN) to send and receive TTY calls.
  - 25. Preschool Services Department (PSD) – The County department that operates the Early Head Start, Head Start, and State Preschool programs.
  - 26. San Bernardino County Office of Emergency Services (OES) – An all hazard emergency services organization providing emergency management and disaster planning and coordination throughout San Bernardino County. OES functions as the lead agency for the San Bernardino County Operational Area. While OES does not regularly manage field operations, it ensures the coordination of disaster response and recovery efforts through day-to-day program management and is instrumental in the coordination during a disaster or emergency. As part of disaster preparedness, response, and mitigation, OES specifically provides support and assistance to all twenty-four (24) cities and towns, as well as all unincorporated portions of San Bernardino County.
  - 27. San Bernardino County Reentry Collaborative (Reentry Collaborative) – A multi-disciplinary partnership which includes public, private, community based, faith based, and non-profit participants that come together to address the challenges in providing reentry services across San Bernardino County.
  - 28. Services – The required services described in this Contract.
  - 29. Transitional Assistance Department (TAD) – The County department that determines eligibility and administers public assistance programs in San Bernardino County. TAD is also responsible for administering Welfare-to-Work activities for California Work Opportunity and Responsibility to Kids (CalWORKs) customers.
  - 30. Teletypewriter/Telecommunications Device for the Deaf (TTY/TDD) – A type of telecommunications relay service for the hearing or speech impaired. A keyboard terminal with a printer or screen output contains a modem for transmission over a standard analog phone line. If a recipient does not have a corresponding terminal, TDD/TTY users dial a relay service composed of operators who receive the typed messages, call the recipients, and speak the messages to them. The operators also type the responses back to the TDD/TTY user.
  - 31. Warm Line – A telephone line that provides assistance for people whose needs is not urgent. It is an alternative to a crisis line that is operated by “peers” and generally those who have had their own experiences of trauma of which they are willing to speak.

## **B. CONTRACTOR RESPONSIBILITIES**

Contractor shall:

- 1. Provide General Information and Referral (I & R) services, which include:
  - a. Providing timely, effective access to accurate and comprehensive I & R for the residents of San Bernardino County and coordination support, through OES, in times of disaster, either natural or human caused.
  - b. Maintaining cost-effective service to the County and County residents, including other County Departments that would that would benefit from Inland SoCal 211 I & R services.
  - c. Maintaining and continuing specific protocols related to General I & R services, until modified through agreement by all parties, with the following County departments:

- 1) DAAS for services to older adults and persons with disabilities.
  - 2) TAD for services to TAD customers.
- d. Maintaining AIRS Accreditation and appropriately trained staff to perform the basic functions of I & R services as defined in the AIRS-Standards for Professional Information & Referrals or as amended from time to time.
  - e. Adhering to standards and requirements set forth by the California Public Utilities Commission to maintain the 2-1-1 designation.
  - f. Maintaining a quality control system(s) (QCS) software that will effectively achieve the call volume deliverables as outlined in Section B.1.m and include, but are not limited to: follow-up with customers, service provider satisfaction evaluations, and database updates. Additionally, Contractor will use QCS to continue to evaluate and measure the effectiveness of services and customer satisfaction and provide improvement strategies.
  - g. Ensuring all services are provided in a culturally competent manner and meet the language needs of the communities. Contractor shall ensure effective bilingual/interpretive services are provided to serve the non-English and Limited English Proficient (LEP) population. The provision of bilingual/interpretive services shall be without undue delays through use of Contractor staff and contracted interpreter services. Contractor will also maintain interpreter services for all relevant languages spoken within County geographic boundaries.
  - h. Providing staff trained in the use of the California Relay Service and/or ATT Relay Service to assist the hearing impaired.
  - i. Providing Resource/Website Database Elements, as follows:
    - 1) A website specifically for Inland SoCal 211, which is available to the public and ensure the website information services include, at a minimum, the following criteria to describe resources:
      - a) Name of agency;
      - b) Nature of service(s) provided;
      - c) Application procedures;
      - d) Criteria for service eligibility;
      - e) Service availability, including hours and location;
      - f) Information regarding waiting lists for services;
      - g) Fee or other cost(s) to clients;
      - h) Facilitation services (i.e., translation or transportation);
      - i) Geographic service area; and
      - j) Live Chat functionality.
    - 2) A Resource/Website Database that includes, but is not limited to, the functionalities and elements identified below:
      - a) Online Report Generation request to Contractor.
      - b) Links to provider websites, if available. These include non-profit and local, state, and federal resources and providers with whom the County contracts for services.
      - c) Ease of use and navigation so all customers and employees can readily locate services.
      - d) Services for which the County contracts to benefit customers contacting the Inland SoCal 211 Call Center, as appropriate within I & R standards.

- e) All funded programs and services that are directly provided by the County or by contract, and if feasible, other County departments (e.g., Probation), as appropriate within I & R standards set by AIRS. When requested in writing by the County, Contractor shall remove providers from the Resource Database within one (1) day from the day notice is received by the Contractor from the County.
  - f) Information provided on the Resource/Website Database is the most current available and is updated annually and as new and revised information is provided.
- 3) Software on the website, which is capable of measuring the website and Resource/Website Database volume on the home page for Inland SoCal 211.
- 4) Website information services available through a variety of methods, including call, text, and Live Chat, to San Bernardino County residents commencing on the effective date of this Contract.
- 5) Written directory of Inland SoCal 211 resources, if requested by County.
- j. Coordinating with HS to provide training workshops, as needed. Content shall be developed and curriculum aimed at educating HS staff and other County staff in the use of the Call Center and Inland SoCal 211 website. County shall provide training and/or applicable information to Contractor staff regarding County services/programs.
- k. Collaboration:
  - 1) Developing and maintaining on-going communications protocols with other agencies whose services are frequently needed by customers within the County.
  - 2) Upon request by County, providing proof of collaborative activities by providing reports of meetings attended, presentations given, etc.
  - 3) Coordinating with County Sheriff 9-1-1 and all other 9-1-1 service providers, as appropriate.
  - 4) Conducting quarterly meetings with County and stakeholders to discuss progress, outcomes, community needs, etc., as deemed appropriate.
- l. Developing and maintaining a current written Disaster Business Contingency Plan and work with OES to establish protocols related to mobilization during disaster or crisis. Contractor shall provide such Plan to County upon request, at a minimum of annually and upon any change.
- m. Answering and responding to a minimum monthly call volume of ten thousand (10,000).
- n. Achieving a call abandonment rate of no more than ten percent (10%) for any calls waiting over one hundred twenty (120) seconds by January 1, 2024, and maintaining that rate thereafter. Contractor shall reduce call abandonment rate percentage at a minimum of two percent (2%) per calendar quarter to achieve the ten percent (10%) call abandonment rate by January 1, 2024.
- o. Maintaining a minimum Service Level Average of eighty percent (80%) of calls answered within five (5) minutes.
- p. Performing at least one thousand (1,000) Random Callback Surveys quarterly to clearly determine if:
  - 1) Callers accessed referred resources.
  - 2) Referrals to resources were accurate.
  - 3) Callers were successful in getting the help they needed.
  - 4) Callers would utilize Contractor services again.
  - 5) Callers were satisfied with Contractor service they received.

Contractor shall obtain County approval of questions included in the Random Callback Survey. Contractor shall review and analyze Random Callback Survey data and based on that analysis, implement changes, as needed, to improve the effectiveness and efficiency of Service delivery. Contractor shall include the resulting data, outcomes, and improvements in the report outlined in Section B.1.r.

- q. Providing full comprehensive I & R services, according to the requirements set up by the CPUC as well as those set forth in this Contract, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.
- r. Providing County staff with a Quarterly Progress Report, in a format approved by the County, for the preceding quarter no later than twenty (20) days following the end of the quarter to the County Administrative Office (CAO) – Finance and Administration, HS Contracts, and HS Program Development Division (PDD) Contracts at the following addresses:

San Bernardino County  
Attn: CAO – Finance and Administration  
385 N. Arrowhead Ave., 4<sup>th</sup> Floor  
San Bernardino, CA 92415-0120

San Bernardino County  
Attn: HS PDD Contracts  
Supervising Program Specialist Contracts/Privacy Security Officer  
825 E. Hospitality Lane, 2<sup>nd</sup> Floor  
San Bernardino, CA 92415-0079

San Bernardino County  
Attn: HS Contracts  
Contracts Manager  
150 S. Lena Road  
San Bernardino, CA 92415-0515

Quarterly Progress Report shall include the following information for all call, text, and Live Chat contacts at the County level and broken down by individual HS department:

- 1) Resource Database updates.
- 2) Achievement of the targets (call volume, call abandonment, Service Level Average, and outcomes), as outlined in Sections B.1.m, B.1.n, B.1.o, and B.1.p, as follows:
  - a) Total number of contacts (phone call or Live Chat) received by month;
  - b) Total number of contacts (phone call or Live Chat) answered by month;
  - c) Call abandonment rate (as a percentage);
  - d) Total number and percentage of calls answered within five (5) minutes; and
  - e) Results of the Random Callback Surveys as outlined in Section B.1.p.
- 3) De-identified and aggregate client characteristics and demographics as necessary to refer client to the appropriate resources, including, where appropriate, the client's:
  - a) Zip Code\*;
  - b) Gender;
  - c) Ethnicity;
  - d) Marital status;
  - e) Number of children in the home;
  - f) Primary language spoken;

- g) Income range;
  - h) Age; and
  - i) Number and type of calls by Zip Code\*.
- \* Data type that is always recorded if the caller is willing.
- 4) Number of contacts transferred or referred to the County CAAHL.
- 5) Website and Resource Database volume.
- 6) Information from quarterly County and Stakeholders meetings including meeting minutes.
- 7) Call Center data:
  - a) Number of calls received;
  - b) Number of calls abandoned;
  - c) Call wait time;
  - d) Total number of calls answered;
  - e) Total number of calls answered by call type or service group (i.e., DAAS or CFS);
  - f) Requests by callers for language other than English, including language requested;
  - g) Number of requests for language other than English that could not be met;
  - h) Average call talk time;
  - i) Type and number of referrals to County and other agencies; and
  - j) Number of calls with unmet needs by call type or service group.
- 8) Log of downtimes and systems failures for Call Center, Resource Database, and website.
- 9) Summary of Special Projects services as outlined in Section B.2 including achievement of the target outlined in Section B.2.b.4.
- s. Producing and providing a comprehensive 211 Fiscal Year Report to County Chief Executive Officer, the Assistant Executive Officer, the CAO's office, PDD, and HS Contracts for each fiscal year no later than thirty (30) days following the end of the previous fiscal year to the following address:

San Bernardino County  
Attn: Chief Executive Officer  
385 N. Arrowhead Ave., 5<sup>th</sup> Floor  
San Bernardino, CA 92415-0120

San Bernardino County  
Attn: Assistant Executive Officer  
385 N. Arrowhead Ave., 5<sup>th</sup> Floor  
San Bernardino, CA 92415-0120

San Bernardino County  
Attn: CAO – Finance and Administration  
385 N. Arrowhead Ave., 4<sup>th</sup> Floor  
San Bernardino, CA 92415-0120

San Bernardino County  
Attn: HS PDD Contracts  
Supervising Program Specialist Contracts/Privacy Security Officer  
825 E. Hospitality Lane, 2<sup>nd</sup> Floor

San Bernardino, CA 92415-0079

San Bernardino County

Attn: HS Contracts

Contracts Manager

150 S. Lena Road

San Bernardino, CA 92415-0515

211 Fiscal Year Report shall include the following summarized information:

- 1) Achievement of the targets (call volume, call abandonment, Service Level Average, and outcomes), as outlined in Sections B.1.m, B.1.n, B.1.o, and B.1.p;
- 2) 2-1-1 caller data;
- 3) 2-1-1 resource data;
- 4) Comparisons to previous two (2) years; and
- 5) Accomplishments for the fiscal year.

2. Provide Special Projects services, which include:

- a. DPH: Working in collaboration with DPH staff to provide an API token for DPH to utilize in accessing the Resource Database as needed for web-based tools or other functions.
- b. PSD: Providing resource assistance to PSD clients, to include:
  - 1) Maintaining resource data for PSD clients.
  - 2) Providing 1.0 full-time employee (FTE) Community Resource Specialist that shall specialize in concerns and issues of PSD clients.
  - 3) Connecting Family Services Assessment prompted PSD clients to appropriate resources.
  - 4) Performing follow-up on one hundred percent (100%) of PSD clients sent to 2-1-1.
  - 5) Entering appropriate data in the Child Plus System, as received.
  - 6) Providing training to PSD staff, as requested, on Resource Database usage.
  - 7) Coordinating, with designated PSD staff, on PSD meetings and other PSD events.
  - 8) Coordinating, with PSD, co-locating Community Resource Specialist within PSD facilities.
- c. Community Corrections Partnership: Providing resource assistance to ensure the recently incarcerated have easy and immediate access to information and referrals critical to their successful reintegration into San Bernardino County communities. As such, Contractor shall:
  - 1) Provide Reentry Specialists with significant experience and expertise on reentry barriers and solutions for the recently incarcerated.
  - 2) Record all calls to the Reentry Specialists and store for a period of thirty (30) days. Provide each caller a unique client tracking number that will follow the caller throughout the established reentry resources/system, obtain caller details within the call, track 2-1-1 referrals given, and report this summarized data to DPH with invoices.
  - 3) Provide download data from 2-1-1 Reentry Data form to DPH monthly with invoices.
  - 4) Work with County and other providers to establish an effective, robust reentry system.

- 5) Analyze and report to DPH, Reentry Collaborative, and Community Corrections Partnership, as requested, on service gaps, utilization, and barriers to success to enable solution-finding discussions in a mutually agreed upon format.
- d. CFS: Provide resource assistance and support for CFS staff, including CFS partners involved with KSSP. Contractor shall:
  - 1) Maintain a comprehensive health and human resource database (i.e., Resource Database), which is made available at [inlandsocaluw.org/211](http://inlandsocaluw.org/211) and per AIRS standards.
  - 2) Maintain a twenty-four hour/seven days a week (24/7) 2-1-1 Call Center access utilizing 2-1-1 dialing code and phone number (888) 435-7565.
  - 3) Maintain the priority access number, (909) 912-6115, to allow immediate access to 2-1-1 staff.
  - 4) Maintain emergency email address, [211staff@iscuw.org](mailto:211staff@iscuw.org), which will automatically distribute information to all 2-1-1 staff.
  - 5) Work with CAAHL management staff to maintain existing 2-1-1 protocol for CAAHL coverage during outages and crises.
  - 6) Make corrections to the Resource Database regarding any CFS program changes within twenty-four (24) hours of change notification.
  - 7) Transfer calls received by 2-1-1 to CAAHL, as appropriate.
  - 8) Develop and provide trainings for CFS staff on mutually agreed upon topics of importance related to Child Welfare programs, as needed.

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

County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

Contractor shall 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 protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

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

- a. Read, understand and comply with the Privacy and Security Requirements Summary.
- b. Ensure employees, subcontractors, agents, volunteers and interns who have access to Personally Identifiable Information (PII) complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.

- c. Ensure employees, subcontractors, agents, volunteers and interns who have access to PII sign the Confidentiality Statement annually.
  - d. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via email at: [HSPrivacySecurityOfficer@hss.sbcounty.gov](mailto:HSPrivacySecurityOfficer@hss.sbcounty.gov)
11. **Primary Point of Contact** – Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
12. **County Representative** – The Assistant Executive Officer 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.
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-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; and
- d. 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.

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

15. **System for Award Management** – Contractor shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list (<https://www.sam.gov>). If at any time during the term of the Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of the

Contract, and the County may proceed under the Correction of Performance Deficiencies section of the Contract, including immediate termination of the Contract. If Contractor becomes aware, at any point during the term of the Contract, that it is identified as suspended or debarred on the SAM excluded list, Contractor must immediately inform County. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.

16. **Drug and Alcohol Free Workplace** – In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:
- Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
  - Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
  - 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.

Contractor shall maintain AIRS certification and ensure all applicable staff are AIRS certified to provide I & R services.

25. **Material Misstatement/Misrepresentation** – If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

26. **Mutual Covenants** – The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

27. **Nondisclosure** – Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential

information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

28. **Notice of Delays** – Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
29. **Ownership of Documents** – All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.
30. **Reserved.**
31. **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 Assistant Executive Office of Department Operations 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 Assistant Executive Officer of Department Operations 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 any reason, 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, and such persons have successfully competed for employment with other applicants on a merit basis.
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, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under 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. Contractor agrees that signing the Contract shall constitute signature on this Certification.

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 A) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.

52. **Contractor Board of Directors' Meetings** – Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact the Contract. Board of Directors' minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.

53. **Child Abuse Reporting** – Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:

- a. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
- b. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
- c. Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

54. **Elder and Dependent Adult Abuse Reporting** – Contractor agrees to and shall comply with the County's Elder and Dependent Adult Abuse Reporting requirements:

- a. **Who Must Report:** In accordance with Welfare and Institutions Code (W & I) Section 15630, all employees of the Contractor and its subcontractors are mandated reporters of elder and dependent adult abuse. Contractor assures all employees, agents, consultants or volunteers who perform services under this Contract and are mandated to report elder and dependent adult abuse will sign a statement (SOC 341A) at <http://www.cdss.ca.gov/cdssweb/entres/forms/English/SOC341A.pdf>, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
- b. **When to Report:** Mandated reporters are required to report all instances of known or suspected abuse of the elderly and dependent adults immediately or as soon as practically possible, under the following circumstances:
  - 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. **Reserved.**
61. **Ownership Tools** – The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.
62. **Force Majeure** – Neither party shall be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

63. **Order of Precedence** – In the event of any inconsistency between the terms of this Contract and any forms, attachments, statements of work (SOW), or specifications which may be incorporated into this Contract, the following order of precedence shall apply:
- a. This Contract;
  - b. Attachments to this Contract, as indicated herein; and
  - c. Price lists, SOWs, and other documents attached hereto or incorporated herein.
64. **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.

#### D. TERM OF CONTRACT

1. This Contract is effective as of July 1, 2022 and expires June 30, 2025 but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for two (2) additional one-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 of Department Operations 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 uncanceled 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. Provide Contractor with all necessary and applicable information, including updates, regarding County resources and programs for inclusion into the Resource Database directly and for use by Contractor when providing I & R services.
2. Designate an individual to serve as the primary point of contact for this Contract.
3. Provide key staff to work collaboratively with Contractor to ensure all protocols referenced, including the CAAHL protocol, are effective.
4. Notify Contractor primary point of contact, when needed, if and when CAAHL back-up services will be required.
5. Monitor and evaluate the performance of Contractor in meeting the terms of the Contract and the quality and effectiveness of services provided.
6. Compensate Contractor for approved expenses in accordance with the provisions of Section F of this Contract.

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

1. The maximum amount of payment under this Contract shall not exceed \$1,822,680 (\$607,560 per fiscal year), of which \$60,389 may be federally funded, 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. Invoices shall be issued, in conjunction with all quarterly and annual reports as outlined in Section B.1.r and B.1.s, with a net sixty (60) day payment term with corresponding SAP Contract and/or Purchase Order number stated on the invoice.

The basis of payment is by reimbursement based on the budget below unless changed and the method of approved changed. Administrative and staffing costs shall be detailed in the invoices outlined in Sections F.2.a, F.2.c, F.2.d, and F.2.e.

- a. Contractor will operate Inland SoCal 211 to provide General I & R services (Section B.1) through a toll-free telephone Call Center, which will be supported by an electronic database, a website, and a written directory of resources. For this operation, Contractor shall be paid a maximum amount of \$376,667 annually per Fiscal Year. For payment of these services, Contractor shall provide an invoice each quarter, for twenty-five percent (25%) of the annual amount, to the County Administrative Office (CAO) at the email address listed below. Invoices shall be paid pending the receipt of all reports for the quarter in which payment is requested.

San Bernardino County  
County Administrative Office  
Amanda Trussell, Principal Administrative Analyst  
[Amanda.Trussell@cao.sbcounty.gov](mailto:Amanda.Trussell@cao.sbcounty.gov)

- b. For DPH API access to the Resource Database (Section B.2.a), Contractor shall be paid an amount not to exceed \$2,500 annually per Fiscal Year. Contractor shall submit an invoice to the email address listed below by no later than December 30<sup>th</sup> of each Fiscal Year.

San Bernardino County  
Department of Public Health  
Patty Castillo, Office Assistant III  
[pcastillo@dph.sbcounty.gov](mailto:pcastillo@dph.sbcounty.gov)

- c. For PSD resource assistance (Section B.2.b), Contractor shall be paid \$60,389 annually per Fiscal Year, as follows:

| Item                                                      | Calculation/Description                                 | Amount   |
|-----------------------------------------------------------|---------------------------------------------------------|----------|
| One (1) full-time 2-1-1 PSD Community Resource Specialist | 2,080 hours x \$18.21/hour = \$37,877 x 1.28            | \$48,482 |
| Technology Costs                                          | Cloud-based database, Telephone, Call Recording         | \$2,500  |
| Travel for Meetings                                       | Estimated 3,083 miles x \$0.56/mile                     | \$1,726  |
| Project Management                                        | QA, 2.5% Operations Manager, 2.5% Operations Supervisor | \$4,905  |
| Overhead                                                  | Human Resources, Accounting, rent, utilities, etc.      | \$2,776  |
| Total                                                     |                                                         | \$60,389 |

Contractor shall submit monthly invoices by the tenth (10<sup>th</sup>) day of the month following the month in which services were provided to PSD Accounts Payable at [PSDAccountsPayable@psd.sbcounty.gov](mailto:PSDAccountsPayable@psd.sbcounty.gov).

- d. For Community Corrections Partnership Reentry Specialists (Section B.2.c), Contractor shall be paid up to \$150,000 annually, per Fiscal Year, as follows:

| Item                                        | Calculation/Description                              | Amount    |
|---------------------------------------------|------------------------------------------------------|-----------|
| Two (2) full-time 2-1-1 Reentry Specialists | 2,080 hours per Reentry Specialist                   | \$122,917 |
| Technology Costs                            | Email, internet, telephones, software, hardware      | \$5,015   |
| Travel for Meetings                         | Estimated 8,300 x \$.056/mile                        | \$4,648   |
| Project Management                          | QA, 5% Operations Manager, 10% Operations Supervisor | \$6,500   |
| Overhead                                    | Human Resources, Accounting, rent, utilities, etc.   | \$10,920  |
| Total                                       |                                                      | \$150,000 |

Contractor shall submit monthly invoices to DPH no later than twenty (20) days following the month in which services were provided to the following email address:

San Bernardino County  
Department of Public Health  
Patty Castillo Office Assistant III  
[pcastillo@dph.sbcounty.gov](mailto:pcastillo@dph.sbcounty.gov)

- e. For CFS resource assistance and support for CFS staff (Section B.2.d), Contractor shall be paid \$18,004 annually per Fiscal Year, as follows:

| Item                   | Calculation/Description                                                                                    | Amount   |
|------------------------|------------------------------------------------------------------------------------------------------------|----------|
| Salaries and Benefits  | 2% Data & Outreach Director and 15% Data Curator                                                           | \$9,692  |
| Operating Expenses     | Costs to transfer calls for child abuse & adult abuse (\$300/month)<br>Trainings at \$50/hour for 20 hours | \$4,600  |
| CAAHL Back-up Coverage | \$2,500 daily rate with a four (4) hour minimum required if activated.                                     | \$2,500  |
| Indirect Expense       | 12.5%                                                                                                      | \$1,212  |
| Total                  |                                                                                                            | \$18,004 |

Contractor shall submit monthly invoices to the following address no later than ten (10) days following end of the month for which services were provided.

San Bernardino County  
Children and Family Services  
Attn: Budget and Administrative Services

150 S. Lena Road  
San Bernardino, CA 92415-0515

3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. Reserved.
9. Reserved.
10. Reserved.
11. The Contractor shall request a budget amendment, in writing, in advance of expenditures for Paragraphs 2.d and 2.e above: 1) when aggregate expenditures are expected to exceed an approved budgeted line item by more than fifteen (15%) percent; or 2) to add a new budget line item. No budget revision may result in an increase of the maximum dollar amount stated in Paragraph 1 of this Section. The written request must specify the changes requested, by line item and amount, and must include justification. Prior to implementation of a budget revision, the County shall approve (or deny) the budget revision request. The County has the authority to approve line item budget changes to the budget herein, as long as these changes do not exceed the total contract amount. County shall notify the Contractor in writing of the status of the budget revision request within fourteen (14) calendar days of receipt of the Contractor's written request. The County reserves the right to deny the Contractor's invoice for expenditures in excess of the approved budgeted line item amount.

#### **G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

1. **Indemnification** – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

2. **Additional Insured** – All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. **Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. **Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. **Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. **Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. **Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. **Insurance Review** – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. **Insurance Specifications** – The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

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

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury.
- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.

- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one (1) or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and

shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim 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. Reserved.
- g. Cyber Liability Insurance – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
- h. 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: 93.600

Head Start and Early Head Start

8. County is required to identify the Contractor Unique Entity Identifier (UEI) number, as known in the federal System of 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 | Inland Southern California 211+ |
| UEI                                  | NSM8FP7PSJB7                    |
| FAIN                                 | 09CH011719                      |

#### **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, including, but not limited to the requirements specified in Section B, 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, and 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 (Attachment C) 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 CDA 1025 form (Attachment D) 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 Housing and Employment Act and other applicable federal, state and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- 3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies

must be developed into a Civil Rights Plan, which is to be on file with the County within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County will supply a sample of the Plan format. The Contractor will be monitored by the County for compliance with provisions of its Civil Rights Plan. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement (Attachment B) annually.

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. [Title 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  
150 S. Lena Road  
San Bernardino, CA 92415-0515  
Facsimile: (909) 387-2900  
Email: [HSASDContractsUnit@hss.sbcounty.gov](mailto:HSASDContractsUnit@hss.sbcounty.gov)

Inland Southern California 211+  
1511 S. Vineyard  
Ontario, CA 91761  
Facsimile:  
Email:

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.

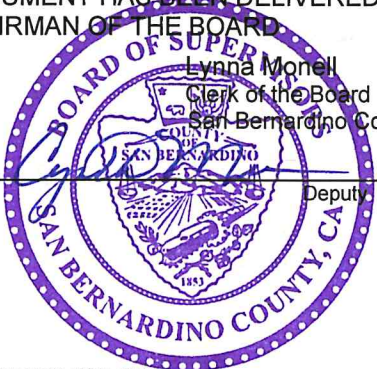
**IN WITNESS WHEREOF**, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►   
Curt Hagman, Chairman, Board of Supervisors

Dated: **NOV 15 2022**

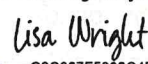
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

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

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

INLAND SOUTHERN CALIFORNIA 211+

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

By ►   
Lisa Wright  
(Authorized signature - sign in blue ink)

Name Lisa Wright  
(Print or type name of person signing contract)

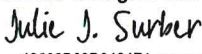
Title President  
(Print or Type)

Dated: November 1, 2022

Address 1511 S. Vineyard  
Ontario, CA 91761

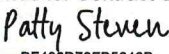
**FOR COUNTY USE ONLY**

Approved as to Legal Form

►   
Julie Surber, Principal Asst. County Counsel

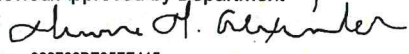
Date November 2, 2022

Reviewed for Contract Compliance

►   
Patty Steven, Contracts Manager

Date November 3, 2022

Reviewed/Approved by Department

►   
Diana Alexander, Assistant Executive Officer of  
Department Operations

Date November 3, 2022



## Human Services

## COMPLAINT AND GRIEVANCE PROCEDURE

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

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

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

## STEP ONE:

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

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

## STEP TWO:

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

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

### STEP THREE:

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

HS Program Development Division, Contracts Support Unit

ATTN: Program Specialist

825 E. Hospitality Lane, 2<sup>nd</sup> Floor

San Bernardino, CA 92415-0079

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

## STEP FOUR:

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

HS Administrative Support Division, ATTN: Contracts Unit

150 S. Lena Road

San Bernardino, CA 92415-0515

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

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

..... Detach here .....

## COMPLAINT AND GRIEVANCE PROCEDURE CERTIFICATION

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

Client Signature

Date \_\_\_\_\_



Human Services

## COMPLAINT AND GRIEVANCE PROCEDURE

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

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

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

### STEP ONE:

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

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

### STEP TWO:

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

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

### STEP THREE:

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

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

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

### STEP FOUR:

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

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

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

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



Human Services

## PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

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

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

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

### PRIMER PASO:

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

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

### SEGUNDO PASO:

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

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

### TERCER PASO:

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

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

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

### CUARTO PASO:

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

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

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

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

..... **Separar aquí.** .....

### CERTIFICACIÓN DEL PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

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

---

Firma del Cliente

---

Fecha



Human Services

## PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

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

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

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

### PRIMER PASO:

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

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

### SEGUNDO PASO:

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

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

### TERCER PASO:

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

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

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

### CUARTO PASO:

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

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

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

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

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

**Inland Southern California 211+**  
NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.8, as amended; California Government Code section 12940 (c), (h), (i), and (j); California Government Code section 4450; California Code of Regulations section 11140-11200; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVES ASSURANCE THAT, it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

November 1, 2022

DATE

DocuSigned by:  
*Lisa Wright*  
62C067F560864F8...

SIGNATURE

**Inland Southern California 211+**  
ORGANIZATION

STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF AGING  
**INFORMATION INTEGRITY AND SECURITY STATEMENT**  
CDA 1024 (REV 03/2020)



**In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:**

**ACKNOWLEDGE:**

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/Agreement.

**MEET THE FOLLOWING REQUIREMENTS:**

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at [https://aging.ca.gov/Information\\_security/](https://aging.ca.gov/Information_security/) within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contract/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in the contract.

STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF AGING  
**INFORMATION INTEGRITY AND SECURITY STATEMENT**  
CDA 1024 (REV 03/2020)



**CERTIFY:**

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.

Meets the encryption requirements in Exhibit D Article 18:

- ☐ Is in full compliance with the 128 Encryption requirements.
- ☐ Is not in compliance with the 128 Encryption requirements and will achieve compliance by \_\_\_\_\_.

**I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.**

\_\_\_\_\_  
Contractor/Vendor Printed Name and Title

\_\_\_\_\_  
Contractor/Vendor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CDA Program/Project

\_\_\_\_\_  
Contract Number

CALIFORNIA DEPARTMENT OF AGING  
**SECURITY INCIDENT REPORT PART A**  
CDA 1025a (REV 02/2018)

|                                                                                                                                                                   |                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| <b>AGENCY/CONTRACTOR</b>                                                                                                                                          |                                                                   |
| 1. Business Name:                                                                                                                                                 |                                                                   |
| 2. Business Address:                                                                                                                                              |                                                                   |
| <b>CONTACT INFORMATION</b>                                                                                                                                        |                                                                   |
| 3. Incident Manager:                                                                                                                                              | 4. Telephone Number:                                              |
| 5. Email Address:                                                                                                                                                 |                                                                   |
| <b>INCIDENT DISCOVERED BY</b>                                                                                                                                     |                                                                   |
| 6. Name:                                                                                                                                                          | 7. Telephone Number:                                              |
| 8. Email Address:                                                                                                                                                 |                                                                   |
| <b>INCIDENT DETAILS</b>                                                                                                                                           |                                                                   |
| 9. Date/Time of Incident:                                                                                                                                         | 10. Date Incident Detected:                                       |
| 11. Incident Description:                                                                                                                                         |                                                                   |
| 1. Address Where Incident Occurred:                                                                                                                               |                                                                   |
| 2. County Where Incident Occurred:                                                                                                                                |                                                                   |
| 14. Reported to Law Enforcement? _____ Yes _____ No<br>If Yes, Provide the Law Enforcement Agency and the Report Number.<br>Agency: _____<br>Report Number: _____ |                                                                   |
| 15. Media Device Type, If Applicable:                                                                                                                             | 16. Was the Device Encrypted?<br>_____ Yes _____ No _____ Unknown |

STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF AGING  
SECURITY INCIDENT REPORT PART A



**17. Type of Personally Identifiable Information (Check all that apply):**

- |                                                           |                                                   |
|-----------------------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> No Personal Information          | <input type="checkbox"/> Social Security Number   |
| <input type="checkbox"/> Health or Medical Information    | <input type="checkbox"/> Financial Account Number |
| <input type="checkbox"/> Driver's License/State ID Number | <input type="checkbox"/> Name                     |
| Other (Specify): _____                                    |                                                   |

**18. Is a Privacy Disclosure Notice Required?**

☐ Yes ☐ No

**19. Number of Individuals Affected:**

**SIGNATURES**

**20. Agency/Contractor Information Security Officer:**

**Signature:**

**Date:**

**21. Agency/Contractor Privacy Officer:**

**Signature:**

**Date:**

**22. Authorized Signature/Director:**

**Signature:**

**Date:**

**CDA USE ONLY**

**CDA Incident Number:**

**CAL-CSIRS Report Number:**

CDA 1025a (REV 02/2018)