



Contract Number

SAP Number
N/A - Revenue

Department of Public Health

Department Contract Representative	Lisa Ordaz, HS Contracts
Telephone Number	(909) 388-0222
Contractor	West End Family Counseling Services, Inc.
Contractor Representative	Laura Tapia
Telephone Number	(909) 983-2020
Contract Term	07/01/2020 – 06/30/2021
Original Contract Amount	\$67,702
Amendment Amount	N/A
Total Contract Amount	\$67,702
Cost Center	9300321000

IT IS HEREBY AGREED AS FOLLOWS:

This Contract is made and entered into by and between the County of San Bernardino (County) and the West End Family Counseling Services, Inc. (Contractor); and

WHEREAS, the above named parties desire to set forth in writing the specific terms and conditions mutually agreed upon regarding nursing case management services for the specific purposes of assisting children ages zero (0) to five (5) years referred into the Screening, Assessment, Referral, and Treatment (SART) Counseling Center.

NOW THEREFORE, in consideration of the execution of this Contract, the parties mutually agree to the following terms and conditions:

- I. Department of Public Health (DPH) shall provide nursing case management services for Contractor as listed in **Attachment A**. **Attachment A** is hereby incorporated by reference and made a part of this Contract.
- II. Contractor understands that nurses assigned are employees of the County. The County shall exercise and maintain sole authority and responsibility for the assignment and/or reassignment of the staff, including schedules and leave time, and tasks required to be completed pursuant to this Contract. Contractor shall consult with County prior to modifying or changing duties performed by the nurses. Contractor shall not exercise any control or supervision over County staff. This paragraph does not preclude Contractor staff from consulting with the nurse regarding any client or case action, and/or day-to-day activities related to the operations of Contractor's agency (for example, use of Contractor's automated systems, agency specific forms, sign-in/out, and issuance of Children's Fund vouchers).
- III. DPH nursing staff shall not serve as a medical provider, forensic reference, or first responder in the event of an emergency or other situation requiring direct medical care, response, or follow-up, with the exception of initiation of cardiopulmonary resuscitation (CPR) and/or automated external defibrillator (AED), along with calling 9-1-1.
- IV. Contractor shall reimburse DPH an estimated amount of \$67,702 under the terms of this Contract. The reimbursement will include the actual cost of personnel, indirect costs, mileage, and all other operational expenses incurred by DPH in the course of providing nursing case management services. Mileage reimbursement shall be paid at the then current reimbursable rate. Specific share of total project costs to be reimbursed by Contractor is reflected in **Attachment B**. **Attachment B** is hereby made a part of this Contract.

Services provided via this Contract are funded by Contractor and DPH according to the amounts identified for each party in **Attachment B**. The portion of services in this Contract not reimbursed by Contractor is paid by federal matching funds accessible by DPH, the receipt of which is based on performance of specific functions by DPH staff in the execution of this Contract. These functions consist of skilled professional medical and non-skilled professional medical activities that must benefit the Medi-Cal and Medi-Cal eligible population. The Contractor share is 25% of the cost for eligible skilled professional medical activities, 50% of the cost for eligible non-skilled professional medical activities, and 100% of the cost for activities that are not eligible for federal matching (i.e., non-matchable).

The amount of DPH's share of cost is calculated by application of the percentages permitted for federal matching by expenditure type, which are currently: a) up to 75.05% of eligible skilled professional medical personnel activities; b) up to 60% of eligible non-skilled professional medical personnel activities; c) up to 50% of indirect costs, mileage, and operational expenses; and d) no non-matchable costs of any type. Contractor agrees to reimburse DPH for the portion of costs in excess of the maximum amount permitted for federal matching by each expenditure type.

All activities performed by DPH staff that are non-matchable will decrease the amount of DPH's share of cost with a corresponding increase in Contractor's share of cost. If the volume of said activities increases such that Contractor's actual share of cost exceeds the amount of Contractor's budgeted share of cost, Contractor agrees to reimburse DPH for those expenses in excess of Contractor's budgeted share of cost. DPH will fully communicate the on-going amount of non-matchable activities to Contractor throughout the Contract term to allow Contractor to reduce the volume of non-matchable activities, if necessary. As appropriate, DPH may elect to decrease the number of hours worked by its staff at Contractor's facility(ies) to a total that will not result in exceeding the Contractor's budgeted share of cost.

- V. DPH shall invoice Contractor no less than quarterly. DPH will include the actual cost of personnel, mileage, and other operational costs utilized. Payment by Contractor shall be due upon receipt of DPH's invoice.

- VI. DPH and/or Contractor may only request changes to this Contract through written request and subsequent amendment to the Contract. All requests or demands required or permitted to be given or made hereunder shall be in writing and shall be deemed duly given: upon actual delivery, if delivery is by hand; or upon receipt by the transmitting party of confirmation or answer back if delivery is by telex, telegram, or facsimile; or three (3) days following delivery into the First Class United States mail. Such request is to be sent to the respective party at the address indicated below. No amendment to this Contract shall be valid unless made in writing and signed by the parties hereto. Each such notice is to be sent to the respective party at the address indicated below or to any other address or person that the respective party may designate by written notice delivered pursuant hereto:

Contractor: West End Family Counseling Services, Inc.
855 North Euclid Avenue
Ontario, CA 91762
Attn: Laura Tapia

Department: Department of Public Health
Office of Public Health Administration
351 North Mountain View Avenue, Third Floor
San Bernardino, CA 92415-0010
Attn: Corwin Porter

- VII. DPH shall maintain on file at its offices a monthly activity report of the nurse's activities and hours expended. The report will be available upon verbal or written request by Contractor.

- VIII. Contractor agrees to and shall comply with the following indemnification and insurance requirements:

- A. 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 indemnitees. The Contractor's 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.
- B. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional 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 2010.1185.
- C. 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.
- D. 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.
- E. 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.

- F. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, as required, 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.
- G. 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”.
- H. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to Risk Management.
- I. 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.
- J. 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.

- K. 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. The type(s) of insurance required is determined by the scope of the contract services.

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:

1. Workers' Compensation/Employers 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.

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

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

3. 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.

4. 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.
5. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

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

or

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

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

6. 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.

- IX. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. Both Parties to this Contract acknowledge that they are governed by the provisions of HIPAA and agree to protect the information shared pursuant to this Contract in conformity with the requirements of HIPAA.
- X. Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to the Contract, except for statistical information not identifying any participant. The 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.
- XI. The term of this Contract shall be from July 1, 2020 through June 30, 2021. This Contract may be terminated by either party upon thirty (30) days' written notice to the other party as specified in Section VII. If such termination is effected, the County will invoice the Contractor for costs associated with activities performed in accordance with this Contract and paid at the rate in Section V through the effective date of termination.
- XII. DPH through its Director or designee, is authorized to discharge all functions ascribed to County in this Contract, except those specifically reserved by law to the Board of Supervisors.
- XIII. 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 the County of San Bernardino.
- XIV. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

- XV. This Contract, consisting of seven (7) pages, and Attachments A and B, is the full and complete document describing the services to be rendered by the Contractor to the County.

The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

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 HEREOF, The Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month and year written.

COUNTY OF SAN BERNARDINO

►

Curt Hagman, Chairman, Board of Supervisors

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

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

By _____
Deputy

West End Family Counseling Services, Inc.
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Laura Tapia
(Print or type name of person signing contract)

Title Chief Executive Officer
(Print or Type)

Dated: _____

Address 855 North Euclid Avenue

Ontario, CA 91762

FOR COUNTY USE ONLY

Approved as to Legal Form

►
Adam Ebright, County Counsel

Date _____

Reviewed for Contract Compliance

►
Jennifer Mulhall-Daudel, HS Contracts

Date _____

Reviewed/Approved by Department

►
Corwin Porter, Interim Director

Date _____

**COUNTY OF SAN BERNARDINO DEPARTMENT OF PUBLIC HEALTH
AND
WEST END FAMILY COUNSELING SERVICES, INC.
Scope of Work
Fiscal Year 2020-21**

Department of Public Health (DPH) Service Responsibilities:

DPH agrees to:

1. Use professional skilled nursing expertise to review Medi-Cal eligible or enrolled children's Ages and Stages Questionnaire, Third Edition (ASQ-3) screening results to determine the need for referral to the Screening, Assessment, Referral, and Treatment (SART) Counseling Center and/or Medi-Cal services in order to address behavioral/mental health and medical issues, including referrals for children eligible for Medi-Cal to the Inland Regional Center for development issues.
2. Use professional skilled nursing expertise to assist each Medi-Cal eligible or enrolled child to have complete access to all medical, dental, and behavioral health services and resources available through the SART Counseling Center, Inland Regional Center, and/or other appropriate Medi-Cal providers.
3. Act as a medical professional liaison to coordinate medical aspects of Medi-Cal eligible or enrolled children's care with Medi-Cal providers and other agencies providing medical care.
4. Provide care coordination for families of Medi-Cal eligible or enrolled children to assist them to keep all medical, dental, and behavioral health assessment and treatment visits for Medi-Cal and other services.
5. Participate as skilled professional medical personnel in interdisciplinary meetings with professional staff and families of Medi-Cal eligible or enrolled children to discuss and interpret assessment results of all recommended medical, dental, and behavioral health treatment plans, for the purpose of linking children to appropriate levels of care and/or Medi-Cal services.
6. Provide medical professional consultation to assist parents and/or guardians of Medi-Cal eligible or enrolled children to determine if recommended medical treatment plans and referrals are initiated and determine if additional resources are necessary, for the purpose of facilitating the coordination of Medi-Cal health care services.
7. Provide other skilled professional medical personnel duties, coordinated through the Supervising Public Health Nurse (SPHN), for the benefit of the Medi-Cal and Medi-Cal enrolled population.

West End Family Counseling Services, Inc. (WEFCS) Responsibilities:

WEFCS agrees to provide the following:

1. Appropriate facilities, reference materials, test materials, and operating supplies, including desk, telephone, and computer, to each contracted nurse conducting case management activities, as described within this Contract.
2. Reasonable access to office machinery, including photocopier, scanner, and facsimile machine.
3. Notification to the DPH Supervising Public Health Nurse (SPHN) assigned to WEFCS within thirty (30) days if services are not provided as described in this Contract.
4. Reports to County of San Bernardino, DPH, which includes:
 - a. Number of new referrals assigned to each nurse (bi-weekly).
 - b. Number of new client cases completed by each nurse (bi-weekly).
 - c. Number of outstanding progress notes (narrative) or outstanding cases (weekly), as applicable.
 - d. Number of cases the nurse is case managing, as applicable.
5. Maintenance of tracking system or database for tracking referrals and follow-up in the SART Program.
6. Maintenance and security of client records related to SART.

WEST END FAMILY COUNSELING SERVICES (WEFCS) BUDGET TRACKING FOR FISCAL YEAR 2020/2021

Description	Percent of time assigned to Project	Salary	Total Project Cost	Enhanced (Partner/Federal)	NonEnhanced (Partner/Federal)	NonMatchable (Partner)
Personnel	a	b	a x b = c			
Public Health Nurse II	82%	\$ 136,292	\$ 111,759	83,875	11,176	16,708
Supv Public Health Nurse / Nurse Mgr / Program Mgr	7%	\$ 163,655	\$ 10,899	2,730	6,540	1,629
Administrative Support	5%	\$ 102,833	\$ 5,142			5,142
<i>Total Personnel Expense</i>			\$ 127,801	86,606	17,716	23,479
Indirect Expense			c			
15.449% of S&B			\$ 19,744		16,117	3,627
Operating Expense			c			
Travel			\$ 1,000		1,000	
Communications			\$ 1,272		1,272	
Office Supplies			\$ 400		400	
Postage			\$ 25		25	
Printing			\$ 50		50	
Purchase of Materials			\$ 50		50	
Rent/Lease of Equipment			\$ 50		50	
Special Department Expense			\$ 250		250	
Rent/Lease of Structure			\$ 253		253	
<i>Total Operating Expense</i>			\$ 3,350	-	3,350	-
Total Program Budget						
Program Budget FY 2020/21			\$ 150,894	86,606	37,182	27,106
Less Federal Matching Dollars						
Personnel			\$ 73,812	64,954	8,858	
Indirect Expense			\$ 8,246		8,246	
Operating Expense			\$ 1,535		1,535	
<i>Total Federal Match</i>			\$ 83,593	64,954	18,638	-
Partner Matching Dollars						
Personnel			\$ 53,988	21,651	8,858	23,479
Indirect Expense*			\$ 11,899		8,246	3,653
Operating Expense			\$ 1,815		1,535	281
<i>Total WEFCS Match</i>			\$ 67,702	21,651	18,638	27,413

*Partner is responsible for picking up 50% of the indirect based on the total program budget salaries
Indirect Rate for FY 2020-21 is set for 15.449%

Benefit Rate for FY 2020-21 is currently estimated at 51.51%. The rate may fluctuate prior to the beginning of the fiscal year, and will be adjusted accordingly in the invoicing process.