



Contract Number

SAP Number

Children and Family Services

Department Contract Representative	Karol Hamman
Telephone Number	(909) 388-0215
Contractor	XXXXXX
Contractor Representative	XXXXXX
Telephone Number	XXXXXX
Contract Term	July 1, 2020 through December 31, 2021
Original Contract Amount	\$2,700,000 Aggregate
Amendment Amount	
Total Contract Amount	\$2,700,000 Aggregate
Cost Center	5017111000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The County of San Bernardino (County) desires to provide Resource Family Approval Permanency Assessment Services; and

WHEREAS, County has been allocated funds to administer and provide such services; and

WHEREAS, County finds **Contractor Name** (hereinafter referred to as "Contractor") qualified to provide such services; and

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

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

TABLE OF CONTENTS

I.	DEFINITIONS.....	3
II.	CONTRACTOR SERVICES RESPONSIBILITIES	5
III.	CONTRACTOR GENERAL RESPONSIBILITIES	7
IV.	COUNTY RESPONSIBILITIES	16
V.	FISCAL PROVISIONS	16
VI.	RIGHT TO MONITOR AND AUDIT	18
VII.	CORRECTION OF PERFORMANCE DEFICIENCIES	19
VIII.	TERM	19
IX.	EARLY TERMINATION.....	19
X.	GENERAL PROVISIONS.....	19
XI.	CONCLUSION	22

ATTACHMENTS

ATTACHMENT A - HUMAN SERVICES COMPLAINT AND GRIEVANCE PROCEDURE

I. DEFINITIONS

- A. Caregiver Training – Training that all caregivers must complete to become resource parents. The state requires pre- and post-training for all caregivers. The pre-training is completed as part of the Permanency Assessment services.
- B. Case Management – Refers to services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development. Targeted Case Management may be either face-to-face or by telephone with the child/youth or significant support persons and may be provided anywhere in the community.
- C. Children and Family Services (CFS) – The County of San Bernardino department that administers programs designed to address child abuse and neglect issues. CFS provides family-centered programs and services that are designed to strengthen, preserve, and ensure children have access to safe and permanent family units. CFS provides support for families while working to reduce risk and harm to children, improving parenting skills, and developing strong social support networks for families.
- D. Comprehensive Assessment – An evaluation of an applicant using the home environment, background check, and psychosocial assessments and any other factors set forth in the Written Directives for purposes of determining the applicant's suitability as a Resource Family.
- E. Continuum of Care Reform (CCR) – A series of existing and new reforms to our child welfare services program. CCR is designed out of an understanding that children who must live apart from their biological parents do best when they are cared for in committed nurturing family homes, CCR states reliance on congregate care should be limited to short-term therapeutic interventions which is just one part of the CCR available for children, youth and young adults.
- F. Core Practice Model (CPM) – A family centered approach that is intended to improve coordination and collaboration among child welfare, mental health, and other formal and informal supports, and children and families involved with the child welfare system.
- G. County – County as used throughout this document, (including its possessive form, County's) refers to the County of San Bernardino.
- H. Corrective Action Plan (CAP) – A plan developed by the approving or monitoring agency and applicant that describes how a Resource Family is not conforming to the requirements of an applicable statute, regulations, or Written Directives and the steps the Resource Family and the Foster Family Agency (FFA) will take to ensure that the Resource Family corrects identified deficiencies within a specified time.
- I. Deficiency – Any failure to conform to any applicable statute, regulation, or Written Directive.
- J. Documented Alternative Plan (DAP) – A written plan approved by a FFA describing an applicant's or Resource Family's use of an acceptable alternative to a specific requirement.
- K. Eligibility – A Resource Family shall be considered eligible to provide foster care for related and unrelated children in out-of-home placement, shall be considered and approved for adoption or legal guardianship, and shall not have to undergo any additional approval or licensure.
- L. Emergency Placement – A placement of a child or non-minor dependent with a relative or non-related extended family member prior to Resource Family Approval.
- M. Family Evaluation – An in-depth evaluation of the family system and dynamics that include strengths of a family and areas where more support or resources may be needed for more effective and quality parenting skills. It is one of the three required components of a Permanency Assessment. The Family Evaluation must be completed in accordance with RFA Written Directives.
- N. Fee-for-Service (FFS) – An agreement to pay a specified price for the delivery of specific services.

- O. Home Environment Assessment – A component of the Resource Family Approval process which requires an applicant to meet standards that include, but are not limited to, a background check, health and safety assessment of the home and grounds, outdoor activity space, and storage areas of the home, and capacity determination. The Home Environment Assessment must be completed in accordance with Resource Family Approval Written Directives.
- P. 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.
- Q. Non-Related Extended Family Member (NREFM) – An adult who has an established familial relationship with a relative of a child or a familial or mentoring relationship with a child as described in Welfare and Institutions Code section 362.7.
- R. Permanency Assessment – A component of the Resource Family Approval process which requires an applicant to meet standards that include, but are not limited to, pre-approval training, psychosocial assessment, and any other activities that relate to a Resource Family's ability to achieve permanency with a child or non-minor dependent.
- S. Personally Identifiable Information (PII) – Information which can be used to distinguish or trace an individual's identity, such as their name, date of birth, driver's license, social security number, address, photo identification, identifying number/document/ and/or Client Index Number (CIN), alone or when combined with other personal or identifying information which is linked or linkable to a specific individual. Information about PII may be obtained by visiting <http://hss.sbcounty.gov/Privacy/>.
- T. Pre-Approval Caregiver Training – A component of the Permanency Assessment that includes a Resource Family Orientation, an overview of the child protective and probation systems, child and adolescent development and the effects of child abuse and neglect on development, the role of the resource family, including working cooperatively with the service provider and agencies to develop and implement the case plan. Pre-approval Caregiver Training must meet all requirements of the Written Directives. Training may be provided with a combination of online training if the Contractor also works with the families on topics addressed in online training.
- U. Private Adoption Agency Reimbursement Program (PAARP) – The PAARP is governed by Welfare and Institutions Code (WIC) Section 16122, which requires the Department to reimburse private adoption agencies for otherwise unreimbursed costs incurred, in completing the adoptions of children who are eligible for Adoption Assistance Program (AAP) benefits because of age, membership in a sibling group, medical or psychological problems, adverse parental background or other circumstances that will make placement of the children especially difficult.
- V. Relative – Relative is an adult who is related to a child by blood, adoption, or affinity within the fifth degree of kinship, including stepparents, stepsiblings, and all relatives whose status is preceded by the words "great," "great-great," or "grand," or the spouse of any of these persons even if the marriage was terminated by death or dissolution, as defined in Welfare and Institutions Code section 11400.
- W. Resource Family – An individual or family that a County determines to have successfully met the application and assessment criteria necessary for providing care for a child or non-minor dependent who is under the jurisdiction of the juvenile court, or otherwise in the case of a county child welfare agency or probation department.
- X. Resource Family Approval (RFA) or Approval - An applicant or Resource Family successfully meets the Home Environment Assessment and Permanency Assessment standards adopted pursuant to Welfare and Institutions Code Section 16519.5.
- Y. RFA Program – The single process for approving families for foster care, legal guardianship, and adoption. A new family-friendly and child-centered caregiver approval process that combines elements of the current foster parent licensing, relative approval, and approvals for adoption and guardianship processes and replaces those processes. RFA is streamlined and eliminates the duplication of existing processes; unifies approval standards for all caregivers, regardless of the

child's case plan; includes a comprehensive psychosocial assessment, home environment check, and training for all families, including relatives; prepares families to better meet the needs of vulnerable children in the foster care system; and allows seamless transition to permanency.

- Z. Training of Caregivers – Training provided to prospective or approved foster parents, family, or other significant adults in the life of a minor or young adult receiving foster care/family services.
- AA. Trauma-Informed Practice (TIP) – The understanding of the vulnerabilities or triggers of trauma survivors that traditional service delivery approaches may exacerbate, so that these services and programs can be supportive and avoid re-traumatization. For more information, refer to the National Child Traumatic Stress Network at <http://nctsn.org/>.
- BB. Withdrawal, Surrender or Inactive – A voluntary relinquishment of Resource Family Approval by a Resource Family.
- CC. Written Directives – The State's Written Directives that contain written processes, standards, and requirements issued by the California Department of Social Services to implement the Resource Family Approval Program. The written Directives can be found at: <http://www.childsworld.ca.gov/res/RFA>.
- DD. Written Report – A summary, analysis, and determination of an applicant's suitability to foster, adopt, or provide legal guardianship of a child or non-minor dependent based on all the information gathered through the Resource Family Approval application and Comprehensive Assessment processes.

II. CONTRACTOR SERVICES RESPONSIBILITIES

Contractor Shall:

- A. Conduct Home Assessment, Family Evaluation and/or a minimum of twelve (12) hours of Pre-Approval Caregiver Training, based on valid referrals from CFS. Permanency Assessments must be completed in accordance with RFA Written Directives.
- B. Submit a thorough Written Report (CFS RFA 05) with all required documentation, documenting the results of the comprehensive assessment to CFS within the below timelines. Due by date of completion is stated on the assigned referral.
 - Home Assessment, Family Evaluation and with or without Pre-Training – eighty (80) day timeline
 - Family Evaluation with or without Pre-Approval Training – sixty (60) day timeline
 - Pre-Approval Training only – thirty (30) day timelineThe Written Report and all required documentation must be submitted to CFS for final approval. Contractor may be contacted for clarification on information contained in the Written Report.
- C. Conduct a Home Environment Assessment that includes the following. Background check and case management services will be provided by CFS.
 - 1. A health and safety assessment of the home and grounds, outdoor activity space, and storage areas of the applicant's home to determine compliance.
 - 2. A description of the physical features of the home, including available living space and the number of bedrooms and bathrooms, for use in making a capacity determination.
 - 3. Complete and approve a Corrective Action Plan (CAP) (RFA-809C) if the FFA visits a home and determines that a Resource Family is not conforming to an applicable statute, regulation, or the Written Directives. The FFA will coordinate with the Resource Family and CFS to issue a CAP unless the deficiency is not serious and is corrected during the visit.
 - 4. Complete and approve a Documented Alternative Plan (DAP) (CFS 309J) for any non-safety home environment standard.

- D. Notify assigned RFA staff, indicated on referral, of no response or lack of cooperation by the applicant(s) within fourteen (14) days of referral assignment.
- E. Work with CFS to obtain a confidentiality agreement from the resource family to share relevant background information with the Contractor for the purposes of completing the permanency assessment.
- F. Determine, in collaboration with CFS, if the applicant may be granted a criminal record exemption and complete the exemption packet. Contractor may be required to participate, by phone, in legal consultation with CFS and the California Department of Social Services (CDSS) in the event of a denial.
- G. Ensure staff who are completing the written reports under the contract are at minimum a Bachelor's level with at least two (2) years' experience in Child Welfare. CFS prefers Master's level staff perform the services.
- H. Conduct an in-depth evaluation of the family system and dynamics that include strengths of a family and areas where more support or resources may be needed for more effective quality parenting skills, known as a Psychosocial Assessment. Psychosocial Assessments must be completed in accordance with RFA Written Directives.
- I. Actively engage and support prospective resource families throughout the RFA process, including, but not limited to, addressing and eliminating identified barriers, Corrective Action Plan (CAP) or Documented Alternative Plan (DAP), assisting with appointments/form completion, maintaining regular contact, and giving reminders to ensure completion of the RFA process within the required time frame. Inform CFS immediately when the family may not complete the process within the time frame.
- J. Notify assigned RFA staff, designated on the referral, immediately if an applicant decides to withdraw from the approval process. CFS will then process the withdrawal.
- K. Complete the Family Evaluation and submit a thorough written report documenting the results of the comprehensive assessment to CFS within sixty (60) calendar days of the child's placement (if already in the resource home) or receipt of the referral (if child is not in the home).
- L. Work collaboratively with CFS and provide progress reports at thirty (30) and sixty (60) day intervals to identify barriers and potential delays.
- M. Notify CFS immediately if there is a delay in any part of the process that would prevent the Contractor from meeting the stated timeframe on the referral.
- N. Use all approved CFS RFA forms and training materials provided by CFS or an approved equivalent if contractors' own training meets the same standards. Training may be provided with a combination of in-person and online training if the Contractor also works with the families on topics addressed in online training.
- O. Contractor may attend CFS Resource Family Approval trainings for technical assistance.
- P. Conform to State Written Directives for Resource Family Approval.
- Q. Respect and keep confidential information about the child and his/her family's private situation in accordance with the Human Services Privacy and Security requirements at <http://hss.sbcounty.gov/Privacy>.
- R. Provide all training and components of the Permanency Assessment in Spanish for monolingual Spanish speaking resource families.
- S. Securely maintain a Resource Family file for each applicant and Resource Family. Records shall be maintained for at least three years following the date of an application denial, rescission of approval, or surrender of approval.
- T. Maintain professional relationships and open communication with CFS clients, Social Workers, and other County staff.

- U. Attend periodic meetings as determined by the County for training and discussion purposes.
- V. Provide state and federal agencies access to records as provided by state and federal laws.
- W. Obtain written County approval, in advance, for any forms or materials to be used in the course of this Contract, including any presentation materials.
- X. Attend CFS Contractors' Semi Annual meetings, and meet at the request of the County, to discuss problem resolution, service performance, and/or any other issues pertaining to the Contract.
- Y. Provide a monthly summary report to County liaison containing the current status of pending cases, denials, approvals, and appeals.

III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to 7 Code of Federal Regulations (CFR) Part 3017, 45 CFR 76, 40 CFR 32, or 34 CFR 85. By signing this Contract, Contractor certifies that:
 - 1. Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
 - 2. Have not within a three-year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction or records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (A)(2) herein; and
 - 4. Have not within a three-year period preceding this Contract had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- B. 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 this Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of this Contract, and the County may proceed under the Correction of Performance Deficiencies at Section VII of this Contract, including immediate termination of this Contract. If Contractor becomes aware, at any point during the term of this 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.
- C. Without the prior written consent of the Assistant Executive Officer for Human Services, this Contract is not assignable by Contractor either in whole or in part.
- D. This is not an exclusive Contract. The County reserves the right to enter into a Contract with other Contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation, under the terms of this Contract.
- E. Contractor agrees to provide or has already provided information on former County of San Bernardino 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 (5) 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 member’s staff, Chief Executive Officer of the County 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.

- F. If during the course of the administration of this Contract, the County determines that the 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.
- G. 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.
- H. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Assistant Executive Officer for Human Services through the HS Contracts Unit. The County may withhold such consent in its sole discretion.

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 Paragraph Y of Section III. All approved subcontractors shall be subject to the provision of this Contract applicable to Contractor Personnel, including removal pursuant to subsections U and V of Section III.

For any subcontractor, Contractor shall:

- 1. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions;
 - 2. Ensure that the subcontractor follows County’s reporting formats and procedures as specified by County; and
 - 3. Include in the subcontractor’s subcontract substantially similar terms as are provided in this Contract.
- I. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

All records relating to the Contractor’s personnel, contractors, subcontractors, service/scope of work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other 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 also comply with the appropriate Code of Federal Regulations (CFR) that 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 for further information.

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 of payments for billings submitted and for termination of the Contract.

- J. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.

- K. 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.
- L. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days. Contractor shall not change the primary contact without written notice to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
- M. Contractor shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. 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. For such repairs, the Contractor shall repay all costs incurred by the County, but cash payment upon demand or County may deduct such costs from any amounts due to the Contractor from the County, as determined at County's sole discretion.
- N. 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.
- O. Contractor will ensure that staff are knowledgeable on the 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.
- P. 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 on 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.
- Q. Contractor shall ensure that all staff, volunteers, and/or subcontractors performing services under this Contract comply with the items below prior to providing any services. Additional information concerning these requirements is specified at <http://hss.sbcounty.gov/Privacy>. The information contained thereat is hereby incorporated by this reference.
1. Read, understand, and comply with the Privacy and Security Requirements Summary.
 2. Ensure employees, sub-contractors, agents, volunteers and interns who have access to PII complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
 3. Ensure employees, sub-contractors, agents, volunteers and interns who have access to PII sign the Confidentiality Statement annually.
 4. Report actual, suspected, or potential breaches of PII immediately to the Human Services Privacy and Security Office via e-mail at: HSPrivacySecurityOfficer@hss.sbcounty.gov.
- R. 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. 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.

- S. 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 memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.
- T. 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:
1. 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.
 2. 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.
 3. 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.
- U. Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.
- In addition to the documentation of DOJ clearance, Contractor shall obtain clearance from the Federal Bureau of Investigation (FBI) and Child Abuse Central Index (CACI), and records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, prior to providing any services. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.
- V. Contractor shall notify the County of any 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, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

W. In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

1. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
2. Shall not possess an open container of alcohol, consume alcohol, possess, or be under the influence of an illegal or controlled substance.
3. 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.

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.

X. Contractor shall make every reasonable effort to prevent employees, consultants or members of its 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. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by 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, agents, or employees 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 applicants and such persons have successfully competed for employment with other applicants on a merit basis.

Y. Contractor agrees to and shall comply with the following 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 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.
2. 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 insureds 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.

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, 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.
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 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. 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:

- a. 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.

- 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 or occurrence and two million (\$2,000,000) aggregate limits.
 - f. Abuse/Molestation Insurance – The 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.
 - g. Cyber (internet) and Electronic Data Processing (EDP) 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 claims involving 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.
- Z. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules, or regulations relating to its duties, obligations, and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
- AA. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.
- BB. Contractor agrees to and shall comply with the County’s Equal Employment Opportunity Program, Employment Discrimination, and Civil Rights Compliance requirements:
- 1. Equal Employment Opportunity Program – The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; 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; 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.
 - 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 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 Human Services Contracts Unit 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 shall supply a sample of the Plan format. The Contractor shall be monitored by the County for compliance with provisions of its Civil Rights Plan. Contractor is required to submit a completed Assurance of Compliance form (Attachment B) and its agency's Civil Rights Plan annually. 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 annually.
- CC. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- DD. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).
- EE. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7606), section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).
- FF. 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. Contractors must also be able to report on environmentally preferable goods used in the provision of Services to the County, utilizing a County approved form.
- GG. 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.
- HH. Contractor shall register with 211 San Bernardino County Inland Empire United Way within thirty (30) days of contract effective date and follow necessary procedures to be included in the 211 database. The Contractor shall notify the 211 San Bernardino County Inland Empire United Way of any changes in program services, location, or contact information within ten (10) days of any change. Services performed as a result of being included in the 211 database, are separate and apart from the services, being performed under this Contract and payment for such services will not be the responsibility of the County.
- II. Contractor agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or Vendor's relationship with County shall not be made or used without prior written approval of the CFS Director or their designee.
- JJ. IRAN CONTRACTING ACT 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 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo>) 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 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 of this Certification.

- KK. Contractor shall comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C 6081 et seq.).
- LL. Contractor shall ensure that all independent contractors performing services under this Contract meet all requirements and adhere to the terms and conditions of the Contract, prior to providing any services. Contractor shall remain directly responsible to County for its independent contractors and shall indemnify County for the actions or omissions of its independent contractors under the terms and conditions specified in Paragraph Y of this Section III.

IV. COUNTY RESPONSIBILITIES

County shall:

- A. Compensate the Contractor on a Fee-for-Service basis for approved expenses in accordance with the provisions detailed in Section V.
- B. Monitor and evaluate the performance of the Contractor in meeting terms of this Contract and the quality and effectiveness of service provided, based on criteria determined by the County.
- C. Provide a liaison to work with the Contractor to facilitate meeting the terms of this Contract and assist in problem resolution.
- D. Work with Contractor staff toward successful completion of the resource family's permanency assessment.
- E. Work together with the Contractor to develop and maintain positive relationships with the resource family.
- F. Provide CFS Resource Family Approval approved forms and training materials or approve an equivalent that meets the same standards. CFS will allow contractors to attend Resource Family Approval trainings for the purpose of technical assistance.
- G. Work collaboratively with the Contractor to identify issues, barriers and potential delays and to resolve these matters.
- H. Work with Contractor to obtain a confidentiality agreement from the resource family to share relevant background information with the FFA for the purposes of completing the permanency assessment.
- I. Provide final approval for each resource family.
- J. Provide a designated liaison to work with the Contractor.
- K. Provide consultation and technical assistance to support the Contractor in carrying out the terms of the Contract. This includes conducting meetings and providing other periodic meetings, as needed, for training and discussion purposes.

V. FISCAL PROVISIONS

- A. The aggregate amount of payment under this Contract is a combined total for all Resource Family Approval Contractors identified and together shall not exceed \$2,700,000, of which \$1,350,000 may be federally funded, and shall be subject to the availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

- B. To receive payment, the Contractor shall submit invoices, using the template approved by the County. One (1) invoice per month is to be submitted for all completions approved in the given month, no later than ten (10) calendar days following the month of service.
- C. Invoices shall be submitted in hardcopy format to:

County of San Bernardino
 Children and Family Services
 150 S. Lena Road
 San Bernardino, CA 92415-0515

- D. Contractor shall be compensated on a Fee-for-Services basis in accordance with the following rates for completed services:

BENCHMARK	AMOUNT
Completion of Home Environment Assessment (100%)	\$500
*Completion of Family Evaluation (100%)	\$2000
*Completion of Pre-Approval Caregiver Training (12 sessions)	\$500
All of the above benchmarks must be completed within the stated timeline on the referral.	

*For any benchmark not achieved due to either the family withdrawing or being denied during any step of the process, the Contractor will be paid on a prorated basis using the following standard: Family Evaluation (Background and Exemptions (20%), and Interviews (50%)) and Training (per session completed by the caregiver).

If a Resource Family withdraws an application, prior to approval or denial, verbally or in writing, payments made to Contractor shall be returned within thirty (30) calendar days, unless otherwise agreed to by County and Contractor in writing.

- E. There is no guarantee to the number of referrals Contractor will receive under this Contract.
- F. If Contractor receives a referral from CFS, and then the Resource Family is subsequently recruited or enrolled by the contracted agency prior to completion of approval, CFS will not pay the Contractor for the cost of the completed services or for any expenses or costs incurred with respect to the Resource Family.
- G. Contractor cannot bill Private Adoption Agency Reimbursement Program (PAARP) for any services for clients referred under this Contract.
- H. 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.
- I. 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.
- J. 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.
- K. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied, or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.

VI. RIGHT TO MONITOR AND AUDIT

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, 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. Full cooperation shall be given by Contractor in any auditing or monitoring conducted. Contractor shall repay to the County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.
- C. 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.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three (3) years after final payment under the 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.
- E. 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.
- F. 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.
- G. 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 Code of Federal Regulations (CFR) – 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 for further information.
- H. County is required to identify the Contractor Data Universal Numbering System (DUNS) numbers 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 2CFR Section 200.331, and remain eligible to receive Federal funding. The Contractor shall provide the Contractor name as registered in DUNS, as well as the DUNS number to be included in this Contract. Related FAIN will be included in this Contract by the County.

Contractor Name as registered in DUNS	
DUNS	
FAIN	94-2358632

VII. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
- B. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract.
- C. 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.
 - 1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
 - 2. 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
 - 3. Withhold funds pending duration of the breach; and/or
 - 4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
 - 5. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In 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.
- D. 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.

VIII. TERM

This Contract is effective as of July 1, 2020 and expires December 31, 2021, but may be terminated earlier in accordance with provisions of Section IX of the Contract.

IX. EARLY TERMINATION

- A. The County may terminate the Contract immediately under the provisions of Section VII, Paragraph C, Item 5 of the 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 for Human Services is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. 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.
- C. 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.

X. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

**Contractor: XXX
XXX**

XXX

County: County of San Bernardino
Human Services
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

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

- D. Time is of the essence in performance of this Contract and each of its provisions. 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.
- E. 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 the 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 the 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 the 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, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.
- F. 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, subject to the requirements of Section VIII, Term. Unless otherwise directed by County, Contractor may retain copies of such items.
- G. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded

from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

- H. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- I. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- J. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- K. 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.
- L. 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 and enforceability of the remaining provisions shall remain in full effect.
- M. In the event that a subpoena or other legal process commenced by a third, party in any way concerning the 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 proceed herein in connection with defense obligations by Contractor for County.
- N. 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.

XI. CONCLUSION

- A. This Contract, consisting of twenty-two (22) pages and Attachment A is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions, and benefits.
- B. 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.
- C. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agree to promptly execute and deliver to the other party an original signed Contract upon request.
- D. **IN WITNESS WHEREOF**, 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
CHILDREN AND FAMILY
SERVICES**

Signature: _____
Marlene Hagen, Director

Date: _____

Address: 150 South Lena Road

City, State, Zip: San Bernardino, CA 92415-0515

Signature: _____
(Authorized Signer – Sign in **BLUE** ink)

Name: _____
(Print or type name and title of authorized signer)

Date: _____

Address: _____

City, State, Zip: _____

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 to 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 to 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 East Hospitality Lane, Second 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 to Step Four.

STEP FOUR

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

HS Administrative Services Division, Contracts Unit
150 South Lena Road
San Bernardino, CA 92415-0515

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

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 Procedure.

SIGNATURE

DATE