



Contract Number

18-751-A3

SAP Number

4400009936

Department of Public Health

Department Contract Representative Allegra Pajot
Telephone Number 387-5005

Contractor Abundant Living Family Church – High Desert
Contractor Representative Mark Graham
Telephone Number 760-948-8881
Contract Term 10/02/2018 – 6/30/2021
Original Contract Amount \$1,683,280
Amendment Amount \$198,000
Total Contract Amount \$1,881,280
Cost Center 9300291000

**Contract No. 18-751
Amendment No. 3**

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, on October 2, 2018 (Item No. 16) the County of San Bernardino (County) entered into Contract No. 18-751 with Abundant Living Family Church – High Desert (Contractor) for the New Hope pilot program to provide expanded transportation and supportive services to help reduce jail reoccurrence in the High Desert Region of San Bernardino County;

WHEREAS, Contract No. 18-751 became effective October 2, 2018, for an initial one-year pilot program period, and was extended by the Board of Supervisors on July 23, 2019 and again on July 28, 2020, for a total contract period of October 2, 2018 through December 31, 2020;

WHEREAS, there is a continuing need for Contractor's transportation services, and the County desires to extend the contract services through June 30, 2021;

NOW, THEREFORE, the County and Contractor mutually agree to amend Contract No. 18-751 as set forth below:

1. Section II. **CONTRACTOR SERVICE RESPONSIBILITIES**, is deleted and replaced in its entirety to read as follows:
 - A. Contractor shall provide transportation services to approximately 140 individuals released each week from the High Desert Detention Center, located at 9438 Commerce Way, Adelanto, CA, 92301, two times per day, Monday through Friday each week, as follows:
 - A ride home, to temporary housing/shelter, or other requested location within the County;

- A ride to the Public Health Federally Qualified Health Center (FQHC) located at 16453 Bear Valley Rd. in Hesperia, CA, on days/times mutually agreed upon by both parties;
- A ride to the Probation Department's Day Reporting Center (DRC) located at 15480 Ramona Ave. in Victorville, CA, as requested.

The hours during which transportation services will be provided shall be coordinated with the Sheriff/Coroner/Public Administrator. The Parties shall work together to assure that adequate transportation services are provided to released individuals at the High Desert Detention Center. Changes to the schedule above may be made upon mutual consent of Contractor and the Sheriff/Coroner/Public Administrator.

- B.** Provide transportation services, if requested, as follows and specifically outlined in Scope of Work (Attachment A-2):
- Transportation services to and from scheduled FQHC, DRC, mental health, substance use, or homeless services appointments, or court appearances;
 - Temporary housing for a transient individual, via housing voucher, or as allowed by this Contract, if temporary housing or a housing voucher is not available.
 - Provide immediate basic needs for transient individuals only, including food and clothing, in an amount not to exceed (\$25) per released transient individual. (Original expense documentation must be provided.)
- C.** On a monthly basis, and within twenty (20) days of the close of each contract month, the Contractor shall submit a listing of program participants and a summary of expenditures during the just-closed month, utilizing the template provided for services paid with Contract funds. Upon request of the County or its designee, Contractor shall provide to the County supporting documentation regarding any expense category listed in the above-referenced summaries within ten (10) days from request. Failure to provide documentation in a timely manner may result in Contractor being required to pay the County the value of misreported items, and may make Contractor ineligible for contract extensions or future contracts.
- D.** The Contractor shall submit a yearly report with a final reconciliation of actual expenses compared to the estimated budget for the contract period. The report shall be delivered to the County no later than ninety (90) days from the close of each Contract year. Failure to comply with the reporting requirements on a timely basis may make the contractor ineligible for contract extensions or future contracts.

2. Section III. CONTRACTOR GENERAL RESPONSIBILITIES, Subsection Z is deleted and replaced in its entirety to read as follows:

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 and provide copies to the County. Contractor shall immediately notify the County in writing of any lapse of license and the steps it has or will take to cure the lapse. Failure to comply with the provisions of this section may result in immediate termination of this Contract or withholding of payments for services provided by those not in compliance with the terms of this Contract.

3. Section V. FISCAL PROVISIONS, Subsections A, B, and C are deleted and replaced in their entirety to read as follows, with remaining Subsections D. through G. in this Section V. unchanged::

A. The maximum amount of payment under this Contract shall increase by \$198,000 to an amount not to exceed \$1,881,280 for transportation services. The original allocation of \$18,000 for supportive services to transient individuals remains unchanged. Payment for transportation services shall be made to Contractor in equal monthly payments of \$33,000 upon approval of this contract. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's

transportation services and related expenses incurred in the performance hereof, including travel and per diem.

- B. Payment for intensive supportive services, including immediate basic needs such as food and clothing, are allowable for transient individuals only, and shall not exceed \$25 per released transient individual. In addition, if housing vouchers are not available or cannot be utilized, the cost for temporary shelter cannot exceed \$100 per night per transient individual. This payment is not included in the flat fee for service amount (\$198,000) referenced in Section V. A. above. These supportive services shall not exceed \$18,000 and will be submitted monthly for expense reimbursement. (Original expense documentation must be provided.)
- C. Contractor shall submit to the County itemized monthly invoices following the format provided or approved by the County, for services performed under this Contract within twenty (20) days of the close of each contract month. Cash transactions are not allowable under this contract. The County will audit invoices for accuracy and may require additional information or corrections from Contractor prior to issuing payment. The County shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute. The County reserves the right to refuse payment for any expenses or services provided not certified as required and will deduct the charges for those services from Contractor's invoices. Invoice must reflect Contract number to initiate payment. Invoices and documentation of expenses are to be sent to:

County Administrative Office
ATTN: Allegra Pajot, Administrative Analyst
385 N. Arrowhead Ave, 4th Floor
San Bernardino, CA 92415-0123

- 4. Section VIII. **TERM**, is deleted and replaced in its entirety to read as follows:

This Contract is effective as of October 2, 2018 and expires June 30, 2021, but may be terminated earlier in accordance with provisions of Section IX of this Contract. The County shall have the option to extend this Contract for one additional six-month period, through December 31, 2021, upon approval by the Board of Supervisors.

- 5. **ATTACHMENT A-1 (Scope of Work)** is deleted and replaced in its entirety by **Attachment A-2** to this Amendment No. 3.
- 6. **ATTACHMENT D-1 (Budget-New Hope)** is deleted and replaced in its entirety by **Attachment D-2** to this Amendment No. 3.

All other terms and conditions of the Contract shall remain in full force and effect.

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

COUNTY OF SAN BERNARDINO

Curt Hagman

Curt Hagman, Chair, Board of Supervisors

Dated: JAN 05 2021

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



By _____ Deputy

Abundant Living Family Church HD
(Print or type name of corporation, company, contractor, etc.)

By Mark Graham
(Authorized signature - sign in blue ink)

Name MARK GRAHAM
(Print or type name of person signing contract)

Title CEO
(Print or Type)

Dated: 1/3/2020

Address 17555 Mauva Loa Street
Hesperia, Ca 92345

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

Michelle D. Blakemore,
County Counsel

Date _____

Date _____

Date _____