



Contract Number

SAP Number
Non-financial

Children and Family Services

Department Contract Representative	Karol Hamman
Telephone Number	(909) 388-0215
Contractor	
Contractor Representative	
Telephone Number	
Contract Term	July 1, 2021 through June 30, 2026
Original Contract Amount	Non-financial
Amendment Amount	
Total Contract Amount	Non-financial
Cost Center	Non-financial

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The County of San Bernardino Children and Family Services (hereinafter referred to as "CFS") desires _____ (hereinafter referred to as "School District") to have access to Foster Focus in order to review, enter, and upload educational information for County of San Bernardino (hereinafter referred to as "County") dependent children; and

WHEREAS, California Assembly Bill (AB) 490 (Chapter 862, Statutes of 2004) implemented the federal McKinney-Vento Homeless Education Assistance Act (42 USC section 11301 et seq.), expanding California law and the authority of California School Districts and County Placing Agencies (CPAs), including Child Welfare Agencies (CWAs) and Juvenile Justice Agencies (JJAs), so as to ensure every youth in foster care has the same opportunities to succeed academically as other students and receive the educational services they need to secure educational success; and

WHEREAS, In accordance with the Education Code, Section 49076(a)(1)(K), schools may release information to CFS without parental consent or court order; and

WHEREAS, CFS finds the School District qualified to provide the necessary educational information utilizing Foster Focus; and

WHEREAS, The Sacramento County Office of Education (hereinafter referred to as SCOE) manages Foster Focus and has partnered with CFS to work with School Districts to secure dependent children educational information; and

WHEREAS, CFS desires to enter into a Cooperative Agreement (hereinafter referred to as Cooperative Agreement or Contract) with the School District to access and upload information into Foster Focus. CFS desires that such services be provided by School District and School District agrees to perform these services as set forth below;

NOW THEREFORE, CFS and School District mutually agree to the following terms and conditions:

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I. DEFINITIONS

- A. Authorized User – The individual(s) authorized to access Foster Focus on behalf of the County, as authorized in the Cooperative Agreement.
- B. California Assembly Bill (AB) 490 - The “Ensuring Educational Rights and Stability for Foster Youth” legislation, Assembly Bill (AB) 490 (Chapter 862, Statutes of 2004). AB 490 implemented the federal “McKinney-Vento Homeless Education Assistance Act” (42 USC section 11301 et seq.), expanding California law and the authority of California School Districts, Child Welfare Agencies, and Juvenile Justice Agencies to ensure every youth in foster care has the same opportunities to succeed academically as other students and receive the educational services they need to secure educational success. AB 490 includes the maintenance of stable school placements in the least restrictive educational programs and access to the academic resources, services, and extracurricular and enrichment activities. AB 490 also designates a foster youth services liaison for each school district, and includes the sharing of school records and educational materials of foster children.
- C. California Child Welfare Services/Case Management System (CWS/CMS) – The statewide tool that supports an effective Child Welfare System of services. The CWS/CMS improves the lives of children and families by giving child welfare services workers information to improve case work services and freeing them from repetitive tasks; provides policy makers with information to design and manage services’ and fulfills State and Federal legislative intent.
- D. California Longitudinal Pupil Achievement Data System (CALPADS) – The longitudinal data system used to maintain individual-level data including student demographics, course data, discipline, assessments, staff assignments, and other data for state and federal reporting.
- E. Children and Family Services (CFS) Education Liaison(s) – CFS employees responsible for coordinating educational resources and programs, including Foster Focus. CFS Education Liaisons work with social workers, schools, foster parents, group homes, and others to ensure educational needs of foster children are met. The CFS Education Liaisons are authorized by CFS to receive and provide information required to document educational records for County foster youth to coordinate successful outcomes.
- F. Children and Family (CFS) Education Liaison Supervising Social Services Practitioner – The supervisor responsible for the CFS Foster Youth Education Programs. The CFS Education Liaison Supervision Social Services Practitioner is the primary point of contact for CFS Foster Youth Education Programs, including Foster Focus. The CFS Education Liaison Supervision Social Services Practitioner supervises a group of CFS Education Liaisons who work with social workers, schools, foster parents, group homes, and others to ensure educational needs of foster children are met.
- G. Child Welfare Agency (CWA) – Agency designed to promote the well-being of children by ensuring safety, achieving permanency, and strengthening families to care for their children. Children and Family Services is the CWA in San Bernardino County.
- H. Children and Family Services (CFS) – County Department that provides family-centered programs and services designed to ensure safe, permanent, nurturing families for the County's children while strengthening and attempting to preserve the family unit. CFS assists in preventing further harm to, and protecting children from, intentional physical or mental injury, sexual abuse, exploitation, or neglect. CFS provides support for families and strives to reduce risks to children, improve parenting skills, and strengthen social support networks for families.
- I. Confidentiality – The protection of all CFS material, records, and documents from unauthorized use or disclosure. Information that includes, but is not limited to, names and other identifying information of dependents, and others receiving services subject to this Cooperative Agreement, shall be protected from unauthorized use or disclosure. Identifying information shall not be disclosed for any purpose other than carrying out the obligations under this Cooperative Agreement, even after termination of this Cooperative Agreement, except as may be otherwise required by law.

- J. County Placing Agencies (CPA) – County agencies entrusted with the care and welfare of children and youth who are declared dependents or wards of the juvenile court. CPAs include CWAs and Juvenile Justice Agencies, in this County, CFS and the Probation Department, respectively.
- K. Dependent Child(ren) – Children, youth, or minors who are deemed dependents of the juvenile court as defined in California Welfare and Institutions Code (WIC) section 305, et al., including foster children and probation wards, under WIC 600, et al.
- L. Education Code Section 49075(a)(1)(K) – The California Education Code (EDC) under which AB 490 (2004) educational material sharing provisions is codified. The code authorizes access to pupil records for CPA when acting as an authorized representative of a state or local education agency pursuant to EDC section 49076(a)(1)(C). School districts, county offices of education and CPAs are authorized to develop cooperative agreements to facilitate confidential access to and exchange of pupil information by email, facsimile, electronic formats, or other secure means, if the agreement complies with the requirements set forth in Section 99.35 of Title 34 of the Code of Federal Regulations.
- M. Foster Focus System (Foster Focus) – The secure web-based computer system developed and maintained by the Sacramento County Office of Education to confirm and maintain dependent children's educational information and facilitate information that assists in the timely share and appropriate enrollment of dependent children.
- N. Foster Youth Services Liaison – School district employee, as outlined in EDC section 48853.5, designated with the responsibility of ensuring proper educational placement, enrollment, and transfer of dependent children between schools. The Foster Youth Services Liaison is responsible for administering AB 490 requirements for the school district, including, but not limited to, ensuring dependent children receive timely enrollment, transfers, and appropriate educational placement.
- O. Human Services (HS) – The County of San Bernardino Human Services, 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.
- P. HS Information, Technology, and Support Division (ITSD) – The HS Division responsible for providing business and technology solutions to HS Departments through business consulting, application development, system consulting, and support.
- Q. Juvenile Justice Agencies (JJA) – County agency responsible for children who are declared wards of the juvenile court. The Probation Department is the JJA in San Bernardino County.
- R. Personally Identifiable Information (PII) – PII is any information that can be used alone or in conjunction with other information to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number, or identification.
- S. Sacramento County Office of Education (SCOE) – One of 58 California county offices of education. SCOE manages the Foster Focus System and partners with State agencies to secure the sharing of dependent children educational information as outlined in EDC section 49076 (a)(1)(K).
- T. San Bernardino County Superintendent of Schools (SBCSS) – The intermediate service agency that works collaboratively with the California Department of Education, San Bernardino County school districts, agencies, families, and community partners to provide leadership, advocacy services and to meet the educational needs of children countywide.
- U. Secure File Transfer Protocol (SFTP) – A network protocol for accessing transferring, and managing files on a remote system.
- V. School Records – Pupil educational records information, including student demographics, enrollment, education rights, special education, the 504 plan, test scores, graduation class information, Grade Point Average, attendance, transcripts, behavior, health, and immunization.

II. SCHOOL DISTRICT SERVICE RESPONSIBILITIES

School District shall:

- A. Work collaboratively with CFS to maximize the educational success of dependent children.
- B. Provide CFS with a primary point of contact or designee, who is responsible for foster youth programs, services, and authorized users.
- C. Permit authorized users to utilize Foster Focus to research current and historical education of dependent children's records to determine educational placement, identify barriers to educational success, and implement educational stability services.
- D. Permit authorized users to attend Foster Focus implementation training.
- E. Ensure the Foster Youth Services Liaison or designee complete the following, including, but not limited to:
 - 1. Request, review, and approve Foster Focus access authorization and permission(s) for authorized users to obtain "view/read only" access to Foster Focus and County dependent children education placement records. Users will receive instructions on how to set-up a password for Foster Focus after approval has been granted by the administrator.
 - 2. Ensure only authorized users access Foster Focus.
 - 3. Ensure authorized users complete, review, and submit the Integrated Foster Focus Confidentiality Agreement upon registration.
 - 4. Require authorized users secure Foster Focus security access by logging off and closing unattended browsers and/or terminals.
 - 5. Adhere to Human Services (HS) Personally Identifiable Information (PII) policy found at <http://hss.sbcounty.gov/Privacy> and the Family Education Rights and Privacy Act (FERPA) (20 USC section 1232g; 34 CFR Part 99) when accessing Foster Focus.
 - 6. Maintain documentation of all active, inactive, and terminated authorized users of Foster Focus.
 - 7. Notify CFS within three (3) school days when an authorized user's access to Foster Focus requires inactivation or termination.
- F. Attend task force meetings, as needed, to discuss training needs, technical assistance, program updates, etc.
- G. Ensure information is uploaded in a manner that complies with the following, should School District elect to upload information into Foster Focus:
 - 1. Utilize Secure Transfer Protocol (SFTP) software to upload and submit data.
 - 2. Collaborate with ITSD to secure File Transfer Protocol (FTP) between connecting servers.
 - 3. Upload student records from school enrollment and attendance software at a minimum or two (2) times weekly.
 - 4. Notify the County of information technology system changes that may impact Foster Focus and SFTP.

Note: The interface between CWS/CMS and CALPADS has made the upload of information into Foster Focus elective.

III. SCHOOL DISTRICT GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, School District, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. School District 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, School District 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. School District 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 School District is identified as either suspended or debarred on the SAM, School District shall be considered in material breach of this Contract, and the County may proceed under the Correction of Performance Deficiencies at Section VIII of this Contract, including immediate termination of this Contract. If School District becomes aware, at any point during the term of this Contract, that it is identified as suspended or debarred on the SAM excluded list, School District 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 School District 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 School District will be permitted to perform any minimum amount of work, or receive compensation, under the terms of this Contract.
- E. School District 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 School District. 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 School District. 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 School District 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. School District agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Director of CFS through the HS Contracts Unit. The County may withhold such consent in its sole discretion.

At County's request, School District 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. School District 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 AA of this Section III. All approved subcontractors shall be subject to the provision of this Contract applicable to School District Personnel, including removal pursuant to Paragraphs V and W of this Section III.

For any subcontractor, School District 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. School District 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 School District'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. School Districts 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. School District 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 School District 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. School District shall designate an individual to serve as the primary point of contact for the Contract. School District shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. School District or designee must respond to County inquiries within two (2) County business days. School District shall not change the primary contact without written notice to the County. School District will also designate a back-up point of contact in the event the primary contact is not available.
- M. School District shall repair, or cause to be repaired, at its own cost, all damage to County property, vehicles, facilities, buildings or grounds caused by the willful or negligent acts of School District or employees or agents of the School District. School District shall also be responsible for damage caused by his/her staff to personal property of County employees. Such repairs shall be

made immediately after School District becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the School District fails to make timely repairs, the County may make any necessary repairs. For such repairs, the School District shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the School District from the County, as determined at County's sole discretion.

- N. School District 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. School District will ensure that staff are knowledgeable on the San Bernardino County Human Services Complaint and Grievance Procedure (Attachment A) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.
- P. School District 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. School District 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. School District 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 School District shall not use or disclose any identifying information for any other purpose other than carrying out the School District'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. School District 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 School District or an agent of School District or otherwise made available to School District or School District's agent in connection with this Contract; or, (2) acquired, obtained, or learned by School District or an agent of School District 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. To the extent applicable, if School District is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, School District must comply with the provisions of the California Consumer Privacy Act (CCPA) (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall

have the same meanings as set forth at Civil Code Section 1798.140. School District must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. School District must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. School District must immediately provide to the County any notice provided by a consumer to School District pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA that involves personal information received or maintained pursuant to this Contract. School District must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

U. School District 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.

V. School District 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 School District 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, School District 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 School District 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.

W. School District 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. School District 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 School District 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.

School District 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 School District.

- X. In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, School District agrees that the School District and the School District'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 or consume alcohol or 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 School District or School District's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

School District 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 School District has with the County, if the School District or School District's employees are determined by the County not to be in compliance with above.

- Y. School District 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 School District'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.
- Z. School District shall adhere to the County's Travel Management Policy (08-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, School District is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.
- AA. School District agrees to and shall comply with the following indemnification and insurance requirements:
1. Indemnification – The School District 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 resulting from the School District's negligent acts or omissions which arise from the School District's performance of its obligations under this Contract.

The County agrees to indemnify, defend (with counsel reasonably approved by School District) and hold harmless the School District and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability

resulting from the County's negligent acts or omissions which arise from the County's performance of its obligations under this Contract.

In the event that the County and/or the School District is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Contract, the County and/or the School District shall indemnify the other to the extent of its comparative fault. Furthermore, if the County or the School District attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the County and the School District agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

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 School District 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 School District and School District's employees or agents from waiving the right of subrogation prior to a loss or claim. The School District hereby waives all rights of subrogation against the County.
 4. Self-Insured – The County and School District are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability, and Worker's Compensation, and warrant through their respective programs of self-insurance they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions, or obligations of the Contract.
- BB. School District 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. School District 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.
- CC. School District 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.
- DD. School District 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 School District 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, School District 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. School

District 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 School District 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 School District shall be monitored by the County for compliance with provisions of its Civil Rights Plan. School District is required to maintain and provide a current Civil Rights Plan for the duration of the Contract and submit the Assurance of Compliance form (Attachment B) annually. Additionally, the School District shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement annually.
4. Equity – School District shall adhere to and participate in County efforts ensuring all individuals and communities have equal access and opportunity to health and wellbeing by providing culturally and linguistically appropriate services to all people of color and culture, age, disabilities, gender, sexual orientation or gender identity including people with limited English proficiency (LEP). Services provided must be respectful of and responsive to the cultural and linguistic needs of County residents.
 - a. School District shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible service population. Such studies are critical to designing and planning for providing appropriate, effective and equitable services.
 - b. School District shall partner with and support community partners in addressing disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services. Partnering includes opportunities for partners and community members to design, implement and evaluate practices, and services ensuring equity and cultural and linguistic appropriateness.
 - c. School District shall work with County to communicate and provide opportunities for individuals and communities of color and culture to provide feedback on progress and outcomes achieved to address disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services.
 - d. School District shall recruit, promote and support a culturally and linguistically diverse workforce that is responsive to and represents the population being served. This includes trained and competent bilingual staff.
 - e. School District shall provide training to enhance its workforce knowledge on cultural and linguistic competence. Becoming culturally and linguistically competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective health and human services. Offering those services in a manner that fails to

achieve its intended result due to cultural and linguistic barriers does not reflect quality of care and is not cost-effective.

- f. To ensure equal access to quality care for diverse populations, School Districts providing health and health care services may adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.
- g. Upon request, School District will provide County Human Services evidence of adherence to requirements listed above.

- EE. School District agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- FF. School District 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.).
- GG. 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 School District to use recycled paper for any printed or photocopied material created as a result of this Contract. School District 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), School District must be able to annually report the County's environmentally preferable purchases. School Districts must also be able to report on environmentally preferable goods used in the provision of Services to the County, utilizing a County approved form.

- HH. School District understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the School District'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. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.
- II. School District 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 School District 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.
- JJ. School District agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or School District's relationship with County shall not be made or used without prior written approval of the CFS Director or their designee, and shall include County approved branding.
- KK. School District shall comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C 6081 et seq.).

IV. COUNTY RESPONSIBILITIES

County shall:

- A. Work collaboratively with School District to maximize the educational success of dependent children.

- B. Provide School District with a CFS Educational Liaison, who will be the primary point of contact responsible for day-to-day concerns with Foster Focus or other supports identified by School District.
- C. Provide School District with access to Foster Focus support by the SCOE Foster Focus License Agreement between CFS and SCOE.
- D. Notify School District when SCOE will provide Foster Focus implementation training.
- E. Provide Foster Focus technical assistance, as needed, including referral to SCOE.
- F. Use Foster Focus to access dependent children's educational information and school records.
- G. Upload foster children's data including CFS placement, demographics, and education history into the Foster Focus System at least two (2) times weekly.
- H. Notify SCOE when a school district employee's access into Foster Focus must be inactivated and/or terminated.
- I. Facilitate meetings, as needed, for training, program updates, etc.

V. MUTUAL RESPONSIBILITIES

County and School District shall:

- A. Agree they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this Cooperative Agreement, and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable Federal and State laws and regulations.
- B. Agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through County's and School District's mutual chains of command, as deemed necessary.
- C. Agree to develop and implement procedures and forms necessary to administer and document program referral, participation, compliance, and effectiveness.
- D. Agree to develop procedures for resolving complaints and grievances, including, but not limited to, the specific steps that must be followed, including resolution times and/or limits.

VI. FISCAL PROVISIONS

There shall be no financial remuneration to and from either party for the term of this Cooperative Agreement.

VII. RIGHT TO MONITOR AND AUDIT

- A. County shall have the absolute right to monitor the performance of School District 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 School District in the delivery of services provided under this Contract. Full cooperation shall be given by School District in any auditing or monitoring conducted. School District shall repay to the County within thirty (30) days of receipt of audit findings any reimbursements made by County to School District that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.
- C. School District 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 School District 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, School District 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. School District 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 School District.

VIII. 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, School District shall notify the County within one (1) working day, in writing and by telephone.
- B. Failure by School District 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 School District 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 School District for and during the period in which School District 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 School District 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 School District. 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 School District under this Contract and the balance, if any, shall be paid by the School District 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.

IX. TERM

This Cooperative Agreement is effective as of July 1, 2021 and expires June 30, 2026, but may be terminated earlier in accordance with provisions of Section X of the Cooperative Agreement. Upon termination, school records uploaded into Foster Focus shall remain in the system and be retained in accordance with CFS standard record retention policies.

X. EARLY TERMINATION

This Cooperative Agreement may be terminated without cause upon thirty (30) days written notice by either party. The Assistant Executive Officer for Human Services, CFS Director, or authorized designee, is authorized to exercise County's rights with respect to any termination of this Cooperative Agreement.

The School District Superintendent of Schools, or authorized designee, as the authority to terminate this Cooperative Agreement on behalf of School District.

XI. GENERAL PROVISIONS

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

School District: School District
School District's Street Address
School Districts' City, CA Zip code

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. School District 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.

School District shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from School District. 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 School District 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 School District 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. School District 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 School District 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 IX, Term. Unless otherwise directed by County, School District 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 School District 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. School District 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 School District for County.
- N. This Contract supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between the County and School District 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.
- O. Neither party shall be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies;

or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

XII. CONCLUSION

- A. This Cooperative Agreement, consisting of nineteen (19) pages and Attachments A and B, is the full and complete document describing services to be rendered by School District to CFS, 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 Cooperative Agreement 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 Cooperative Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Cooperative Agreement (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 Cooperative Agreement upon request.

COUNTY OF SAN BERNARDINO CHILDREN AND FAMILY SERVICES

SCHOOL DISTRICT

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: _____

ATTACHMENT A – COMPLAINT AND GRIEVANCE PROCEDURE



Human Services

COMPLAINT AND GRIEVANCE PROCEDURE

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

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

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

STEP ONE:

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

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

STEP TWO:

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

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

STEP THREE:

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

HS Program Development Division, Contracts Support Unit
ATTN: Program Specialist
825 E. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0079

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

STEP FOUR:

Send a copy of your written complaint or grievance to the Contract Analyst at:
HS Administrative Support Division, ATTN: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

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

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

..... **Detach here**

COMPLAINT AND GRIEVANCE PROCEDURE CERTIFICATION

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

Client Signature

Date



PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

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

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

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

PRIMER PASO:

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

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

SEGUNDO PASO:

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

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

TERCER PASO:

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

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

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

CUARTO PASO:

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

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

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

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

..... Separar aquí.....

CERTIFICACIÓN DEL PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

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

Firma del Cliente

Fecha

HS 39 (SP) (06/15)



COMPLAINT AND GRIEVANCE PROCEDURE

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

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

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

STEP ONE:

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

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

STEP TWO:

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

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

STEP THREE:

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

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

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

STEP FOUR:

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

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

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

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



PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

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

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

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

PRIMER PASO:

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

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

SEGUNDO PASO:

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

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

TERCER PASO:

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

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

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

CUARTO PASO:

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

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

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

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

ASSURANCE OF COMPLIANCE STATEMENT

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

NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977-Section 272.6, The Americans with Disabilities Act of 1990, Government Code (GC) Section 1135 and California Code of Regulations (CCR) Title 22 Section 9800-98413, Title 24 of the California Code of Regulations, Section 310A(e) and other applicable federal and state laws, as well as their implementing regulations (including 45 CFR, Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFS Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVES ASSURANCE THAT, it will immediately take any measures necessary to effectuate this agreement.

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

BY ACCEPTING THIS ASSURANCE, the Agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

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

DATE

SIGNATURE

ORGANIZATION

ADDRESS