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Contract Number
24-791

SAP Number

COMMUNITY DEVELOPMENT AND HOUSING (CDH)

Department Contract Representative	<u>Carrie Harmon</u>
Telephone Number	<u>(909) 382-3983</u>
Contractor	<u>Children's Fund Incorporated</u>
Contractor Representative	<u>Cesar Navarrete</u>
Telephone Number	<u>(909) 379-0000</u>
Contract Term	<u>September 1, 2024 – August 31, 2025</u>
Original Contract Amount	<u>\$176,757</u>
Amendment Amount	<u></u>
Total Contract Amount	<u>\$176,757</u>
Cost Center	<u>Federal ESG: 6210002482</u>
Grant Number (if applicable)	<u>E-23-UC-06-0503</u>

IT IS HEREBY AGREED AS FOLLOWS:

This Contract is made and entered into, by and between San Bernardino County, hereinafter referred to "COUNTY", and Children's Fund Incorporated, hereinafter referred to as "CONTRACTOR."

WHEREAS, COUNTY was awarded \$613,906 on or about September 28, 2023 by the United States Department of Housing and Urban Development, hereinafter referred to as "HUD" for program year 23-24 (Contract # E-23-UC-06-0503), hereinafter collectively referred to as "Federal ESG Fund"; and,

WHEREAS, COUNTY is considered to be a recipient and CONTRACTOR is considered a subrecipient of the Emergency Solutions Grant, Catalogue of Federal Domestic Assistance (CFDA) No. 14.231; and,

WHEREAS, COUNTY Unique Entity Identifier (DUNS) is 073590812; and,

WHEREAS, the Federal Award Identification Number (FAIN) of the funding is E-23-UC-06-0503; and,

WHEREAS, COUNTY desires to award the CONTRACTOR a total of \$176,757 of Federal ESG Fund FY 23-24; and,

WHEREAS, COUNTY conducted a competitive process to find, Children's Fund Incorporated (CONTRACTOR) to provide these services, and

WHEREAS, based upon and in reliance on the representations of CONTRACTOR in its response to the County's Request for Proposals, COUNTY finds CONTRACTOR qualified to provide Homelessness Prevention, Rapid Re-Housing, and Homeless Management Information System ESG services as follows:

Federal ESG Fund 23-24 in the amount of \$176,757, with an expenditure deadline of August 31, 2025. CONTRACTOR is to perform specific duties in conformance with the specific funding and in accordance with the **BUDGET ALLOCATION AND ACCOMPLISHMENT GOALS**, attached hereto as **Exhibit 1** and incorporated herein by this reference; and

WHEREAS, CONTRACTOR is subject to the ESG one hundred percent (100%) match requirement of 24 CFR 576.201, using other resources of equivalent services; and,

WHEREAS, on February 22, 2024, the COUNTY Community Development and Housing Department (CDH) issued Request for Proposals (RFP) No. 24-01

ESG to solicit and identify qualified service providers to apply for ESG Funding to include ESG Federal, and Multiple Program years 2023-2024 of Federal funding to provide homeless services. CONTRACTOR responded with a written submission to participate in Homelessness Prevention, Rapid Re-Housing, and Homeless Management Information System ESG activities, and possesses the required qualifications, experience, and expertise to provide services and is willing to use federal funds to operate the program to serve individuals and families who are homeless or at-risk of homelessness; and,

WHEREAS, CONTRACTOR will provide ESG eligible services only and the ESG funds will only be used for necessary and reasonable costs allowable under federal law and regulations to operate the ESG program only. The usage of funds shall be to provide all or some of the ESG eligible activities as set forth in 24 CFR §576.101- §576.107, as specifically defined in **Exhibit 2 of Attachment D - COMPREHENSIVE ESG EXHIBITS** and incorporated herein by this reference; and,

WHEREAS, Federal ESG Funds programs were previously restricted in use to only the COUNTY ESG Service Areas of Adelanto, Barstow, Big Bear Lake, Colton, Grand Terrace, Highland, Loma Linda, Montclair, Needles, Redlands, Twentynine Palms, Yucaipa, Yucca Valley, and unincorporated areas of the County; however, in accordance with the HUD-mandate to implement a centralized and coordinated assessment system (HUD Notice CPD-17-01), the COUNTY implemented and utilizes the Coordinated Entry System (CES) to assess and prioritize the most vulnerable of the homeless population. The use of CES makes the use of federal ESG Funds allowable throughout the entire county and ESG funds are no longer area-restricted; and,

WHEREAS, CONTRACTOR agrees to operate the ESG program in conformance and compliance with the CES HUD-mandate. CONTRACTOR agrees to receive referrals from CES prior to providing services, except for Homeless Prevention. CONTRACTOR agrees that initial reverse-referrals must be entered into CES for homeless prevention services to clients within seventy-two (72) hours from initial service delivery and/or intake. CONTRACTOR agrees to engage CES and retrieve policies and procedures to access referrals; and,

WHEREAS, COUNTY imposes all requirements of the ESG funds upon the CONTRACTOR to ensure the use of funds is in accordance with Federal and State statutes, regulations and terms and conditions of the HCD award and HUD award; and,

WHEREAS, CONTRACTOR agrees to comply with all Federal and State statutes, regulations and terms and conditions concerning grant administration, including but not limited to, recordkeeping, billing, and closeout of the grant; and,

WHEREAS, CDH is authorized to act on behalf of COUNTY in administering the ESG grant programs; and,

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

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree that the recitals above are herein incorporated and agree to the following terms and conditions:

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- A. SCOPE OF WORK
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A. DEFINITIONS

- A.1 Community Development and Housing Department (CDH):** The County department responsible for the strategic investment and alignment of resources for affordable housing related functions. As such CDH prepares a strategic plan which governs the use of federal housing and community development grant funds that it receives from the U. S. Department of Housing and Urban Development (HUD), which includes the Community Development Block Grant Program, HOME Program and Emergency Solutions Grant. In addition, CDH is responsible for administering the state funded HDAP that assists homeless individuals who are likely eligible for disability programs, while also providing housing supports.
- A.2 Continuum of Care (CoC):** The regional or local planning body that coordinates housing and service funding for homeless families and individuals. The program is designed to promote a communitywide commitment with the goal of ending homelessness by providing funding to nonprofit providers, and State and local governments. These agencies will rehouse homeless individuals and families while minimizing the trauma and dislocation caused by homelessness. The program will also optimize self-sufficiency among individuals and families experiencing homelessness. The CoC Program funds two (2) types of permanent housing: permanent supportive housing (PSH) for persons with disabilities and rapid re-housing (RRH). Permanent supportive housing is permanent housing with indefinite leasing or rental assistance paired with supportive services to assist homeless persons with a disability or families with an adult or child member with a disability achieve housing stability.
- A.3 Continuum of Care (CoC) Housing Providers:** A network of Community Based Organizations partnered with the County to provide public and private services to homeless individuals and families.
- A.4 Contractor:** Any individual, company, firm, corporation, partnership, or other organization to whom a contract award is made by the County.
- A.5 Coordinated Entry System (CES):** The system used to identify, assess, and prioritize homeless individuals and families for housing and services based on vulnerability and severity of need. Designed to ensure people experiencing homelessness receive the right housing intervention and prioritize people who need supportive housing the most to be able to access it as quickly as possible.
- A.6 Emergency Shelter:** The emergency shelter must be owned by a government entity or private nonprofit organization. The shelter must serve homeless persons for at least 3 or 10 years, depending on the type of renovation and the value of the building. See 24 CFR 576.102.
- A.7 Homeless:** Refers to homeless as defined in 24 CFR Part 582.5.
- A.8 Homeless Management Information System (HMIS):** A web-enabled database used by homeless service providers to capture information about services provided to homeless individuals and families by collaborative agencies.
- A.9 Homelessness Prevention:** Housing relocation and stabilization services and short-and/or medium-term rental assistance as necessary to prevent the individual or family from moving to an emergency shelter, a place not meant for human habitation, or another place described in paragraph (1) of the homeless definition. See 24 CFR 576.103.
- A.10 Housing First:** An evidenced-based model that uses housing as a tool, rather than a reward, for recovery and that centers on providing or connecting homeless people to permanent housing as quickly as possible. Housing First providers offer services as needed and requested on a voluntary basis and that do not make housing contingent on participation in services. The approach is to connect individuals and families experiencing homelessness quickly and successfully to permanent housing without preconditions and barriers to entry, such as sobriety, treatment, or service participation requirements. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry.

- A.11 Housing Search and Placement:** Services to assist clients to locate, secure, and navigate the rental market. Housing Placement activities may include, but are not limited to, unit identification, unit inspection, determining rent reasonableness, contracts, advocating for households, landlord/tenant mediation, housing navigation and any other housing requirements.
- A.12 Housing Search and Placement:** Services to assist clients to locate, secure, and navigate the rental market. Housing Placement activities may include, but are not limited to, unit identification, unit inspection, determining rent reasonableness, contracts, advocating for households, landlord/tenant mediation, housing navigation and any other housing requirements.
- A.13 No Wrong Door (NWD) Approach:** A comprehensive system accessible to individuals where they can access information about available services and resources through the County and community partners/providers. Regardless of where an individual goes in the system, he/she will be able to ascertain how to access services, including eligibility requirements, in a timely manner. This is accomplished through coordination with the County and community partners/providers to ensure services meet the needs of the individual, including emergency shelter and permanent housing.
- A.14 Permanent Housing (PH):** Community-based housing, without a designated length of stay in which formerly homeless individuals and families live as independently as possible and maintain stability. Under PH, a program participant must be the tenant on a lease (or sublease) for an initial term of at least one (1) year that is renewable and is terminable only for cause. Further, leases (or subleases) must be renewable for a minimum term of one (1) month.
- A.15 Rapid Re-Housing (RRH):** A short-term intervention designed to help individuals and families quickly exit homelessness and return to permanent housing. Using the Housing First model, moves families and individuals into permanent affordable housing as quickly as possible, assists with move-in costs such as security and utility deposits and short-medium term declining rental subsidies, and provides intensive social services while families or individuals are in their home. Supportive services are designed to enhance each family or individual's stability and equip them with skills and resources they need to sustain and thrive in housing and avoid future homelessness. RRH program may serve up to twenty-four (24) months of assistance during a three (3) year period.
- A.16 Street Outreach:** Essential Services related to reaching out to unsheltered homeless individuals and families, connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care. See 24 CFR 576.101.
- A.17 U.S. Department of Housing and Urban Development (HUD):** A Federal agency established in 1965. HUD's mission is to increase homeownership, support community development, and increase access to affordable housing free from discrimination. To fulfill this mission, HUD embraces high standards of ethics, management and accountability and forges new partnerships, particularly with faith-based and community organizations, that leverage resources and improve HUD's ability to be effective on the community level.

B. CONTRACTOR RESPONSIBILITIES

B.1 Eligible Uses – Direct Services Provided

The project description for services to be provided by CONTRACTOR under this Contract are identified in **Attachment A – SCOPE OF WORK**. Eligible uses of the funding are defined in **Exhibit 2 - GENERAL ESG PROGRAM DESCRIPTION of Attachment D - COMPREHENSIVE ESG EXHIBITS** and are to be rendered in accordance with **Exhibit 3 - ESG PROGRAM REQUIREMENTS**. CONTRACTOR must use all other required forms and certifications included in **Exhibits 4 through 18 of Attachment D - COMPREHENSIVE ESG EXHIBITS**. The provision of required beneficiary information to validate that claim reimbursements meet HUD ESG Regulations is also required.

B.2 Accomplishments – Goals and Performance Measures

CONTRACTOR shall be responsible to accomplish the levels of performance as set forth in **Exhibit 1 - BUDGET ALLOCATION AND ACCOMPLISHMENT GOALS** and report such measures monthly to COUNTY with each reimbursement request. COUNTY will review performance with CONTRACTOR on a quarterly basis to assess expenditure and performance progress. If CONTRACTOR is not meeting expenditure and performance measures, COUNTY will work with CONTRACTOR to identify strategies to identify and remediate performance issues. Prior to recapturing funds as described above, COUNTY will provide the CONTRACTOR with an opportunity to provide a spending plan demonstrating to COUNTY'S satisfaction that all the CONTRACTOR'S ESG funds are able to meet expected benchmarks and expiration of funds.

B.3 Scope of Work (See Attachment A)

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed, and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

C.4 Reserved

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, the Contractor shall provide the results of the background check of each to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of

employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

The contractor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. The contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives, and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

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

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. The contractor shall not change the primary contact without written acknowledgement to the County. The contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The *Director of Community Development and Housing* or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings, or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

C.14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol-Free Workplace

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

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** 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.

The Contractor shall inform all employees that are performing service for the County, on County property, or using County equipment, of the County's objective of a safe, healthful, and productive workplace 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.

C.16 Duration of Terms

This Contract, and all its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing 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.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created because of this Contract. Contractors are also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee, or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question, or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

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

C.25 Mutual Covenants

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

C.26 Nondisclosure

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

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by

Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.29 Reserved

C.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work, and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue, and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power, or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements, or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At the County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be

subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- C.36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- C.36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- C.36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in 2. Scope of Services. Contractor Responsibilities, A. General Contract Requirements and E. Indemnification and Insurance Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractors agree that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C.37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County reserves the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other

ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law. In the event the County determines a conflict-of-interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates, or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor may also be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates, or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 Reserved

C.45 Reserved

C.46 Reserved

C.47 Reserved

C.48 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (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. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

C.49 Reserved

C.50 Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment C - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

C.51 Reserved

D. TERM OF CONTRACT

This Contract is effective as of September 1, 2024, and expires August 31, 2025, but may be terminated earlier in accordance with provisions of this Contract.

The COUNTY's Community Development and Housing Director may grant time, performance, or activity budget modifications to this Contract when such modifications:

- a) In aggregate, do not exceed grant thresholds;
- b) Do not exceed more than two per COUNTY'S fiscal contract year when specifically requested by CONTRACTOR;
- c) Will not change the project goals beyond the thresholds as established by the Citizen Participation Plan (on file with COUNTY) or scope of services;
- d) Are in the best interests of the COUNTY and CONTRACTOR in performing the scope of services under this Contract;

- e) Do not alter the amount of compensation under this Contract; and
- f) Do not exceed the amount of the County funded activity set forth in the County Action Plan.

Any extension of time or rollover of unexpended funds would be at the sole and absolute discretion of the COUNTY, in accordance with applicable rules and regulations, as imposed by HCD and/or HUD.

E. COUNTY RESPONSIBILITIES

- E.1.** Monitor progress related to expenditure and service requirements;
- E.2.** Provide all required ESG forms to document client qualification (Program Forms) and claim submittal forms (Claim Forms) for reimbursement of ESG approved costs;
- E.3.** Provide an overview of the ESG Program and training on the correct completion of all required ESG Program and Claim Forms;
- E.4.** Provide technical assistance as needed;
- E.5.** Process claims for reimbursement within 30 days of receipt of complete claim packet and required reports;
- E.6.** Monitor HMIS reporting in connection to with activity reimbursements and work cooperatively with OHS staff to address data errors.

F. FISCAL PROVISIONS

- F.1** See **Exhibit 1 – BUDGET ALLOCATION AND ACCOMPLISHMENT GOALS**
- F.2** See **Attachment B – Fiscal Provisions**

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

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

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.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.

G.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.

G.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.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.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".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.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.

G.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.

- G.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.

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:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

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

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

- G.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations and mobile equipment.
 - b. Products and completed operations.
 - c. Broad form property damage (including completed operations).
 - d. Explosion, collapse and underground hazards.
 - e. Personal injury.
 - f. Contractual liability.
 - g. \$2,000,000 general aggregate limit.

- G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If the Contractor is transporting one 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.

- G.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary

coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- G.11.5** Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

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

- G.11.6** **Reserved**

- G.11.7** **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

H.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 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.

I.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or

- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*San Bernardino County
Community Development and Housing 560 E.
Hospitality Lane, Suite 200
San Bernardino, CA 92415*

*Children's Fund Incorporated
348 W. Hospitality Lane,
Suite 110
San Bernardino, CA 92408*

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. ELECTRONIC SIGNATURES

This 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail 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 Agreement upon request.

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

SAN BERNARDINO COUNTY

By *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: AUG 20 2024

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By *[Signature]*
Deputy



Children's Fund Incorporated

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

By *Cesar Navarrete*
(Authorized signature - sign in blue ink)

Name Cesar Navarrete
(Print or type name of person signing contract)

Title President & CEO
(Print or Type)

Dated: August 9, 2024

Address 348 W. Hospitality Lane, Suite 110

San Bernardino, CA 92408

FOR COUNTY USE ONLY

Approved as to Legal Form
DocuSigned by:
Suzanne Bryant
Suzanne Bryant, Deputy County Counsel
Date August 9, 2024

Reviewed for Contract Compliance

Date _____

Reviewed/Approved by Department
Signed by:
Carrie Harmon
4269C330189A480...
Date August 9, 2024

EXHIBIT 1 – Budget Allocation and Accomplishment Goals

Children's Fund Allocation and Accomplishment Goals 2024				
Grant Type	Activity	2023-2024 Allocation	Number of Persons Expected to be Served (Individuals)	Average Annual Cost Per Unit of Service per Person
ESG Federal Funding Expenditure Deadline: August 31, 2025	Rapid Re-Housing	\$107,920	18	\$5,995.55
	Homelessness Prevention	\$53,442	22	\$2,429.18
	HMIS	\$15,395		
	TOTAL	\$176,757*	40	\$4,418.93

***Funds require 100% Match**

ATTACHMENT A SCOPE OF WORK

GENERAL REQUIREMENTS

A.1 CONTRACTOR shall:

1. Be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. CONTRACTOR shall also provide Participant linkages to other sources of support. CONTRACTOR shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
2. Be responsible for meeting the requirements included in the Funding Approval/Agreement No. E-23-UC-06-0503 between HUD and COUNTY. The Funding Approval/Agreement No. E-23-UC-06-0503 between HUD and COUNTY is incorporated herein by this reference. In the event any provisions of these documents conflict with each other or this Agreement, the order of precedence shall be as follows: (1) Funding Approval/Agreement No. E-23-UC-06-0503 between HUD and COUNTY, and (2) this Agreement.
3. Ensure that all ESG Program participants comply with the regulations applicable to the ESG Program as set forth in 24 CFR Part 58, and 24 CFR Part 576. Additionally, nonprofit organizations funded by the ESG Program shall comply with the requirements of 24 CFR Part 84 as though they were subrecipient pursuant to 24 CFR Part 84. Also, units of general local government funded by the ESG Program shall comply with the requirements of 24 CFR Part 85. In the event that any federal or state laws or regulations, including without limitation regulations by the Department of Housing and Urban Development ("HUD") add, delete, modify, or otherwise change any statutory or regulatory requirements concerning the use or administration of these funds, CONTRACTOR shall comply with such requirements, as amended.
4. Participate in and accept its Participant referrals for the ESG Program from the CoC CES. The CES is a part of the San Bernardino County CoC's cohesive and integrated housing crisis response system with existing programs, bringing them together into a "no-wrong-door" system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals. CES participation is a federal and state requirement under HEARTH Act 2009, 24 CFR parts 91 and 576; 24 CFR 576.400(d); and 25 CCR Section 8409.
5. Agree to participate in the HMIS.
 - a) HMIS security policies and procedures and entering required Participant data on a regular and timely basis.
 - b) COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant CONTRACTOR access to use the HMIS software for the term of this Agreement.
 - c) CONTRACTOR shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of San Bernardino CoC HMIS Policies and Procedures Manual, which is located on the County of San Bernardino website:
<https://www.sbcounty.gov/uploads/sbchp/HMIS/resources/HMIS%20Policies%20Procedures%20>
 - d) CONTRACTOR must maintain a valid HMIS End User Agreement on file with the COUNTY. Please contact the HMIS team through Office of Homeless Services at HMISHelpDesk@hss.sbcounty.gov.

A.2 REPORTING

CONTRACTOR shall submit reports, as requested by COUNTY in order for COUNTY to comply with its reporting requirements according to the regulations set forth in 24 CFR Part 91.

A.3 HOMESLESS PREVENTION and RAPID REHOUSING OUTCOMES (DATA and ANALYSIS)

CONTRACTOR shall collect and report anticipated performance measures for meeting the following benchmarks:

# of households served, Homeless Prevention <i>(Note: Performance Report should include breakdown of each type e.g. Single Adult, Youth and Families)</i>	16 Households
# of people served, Homeless Prevention <i>(Note: Performance Report should include breakdown of each type e.g. Single Adult, Youth and Families)</i>	40 of Persons
# of households to achieve housing stability, Homelessness Prevention	13 Households
# of persons to achieve housing stability, Homeless Prevention	32 Persons
# of households served, Rapid Rehousing <i>(Note: Performance Report should include breakdown of each type e.g. Single Adult, Youth and Families)</i>	12 Households
# of people served, Rapid Rehousing <i>(Note: Performance Report should include</i>	30 of Persons
# of households to achieve housing stability, Rapid Re-housing	9 Households
# of persons to achieve housing stability, Rapid Re-housing	24 Persons
Percentage of persons exiting back into Homelessness	No more than 20%
Percentage of eligible/willing persons served to retain or obtain mainstream benefits	80%
Percentage of eligible and willing person to maintain or increase income/employment	80%

A.4 PROJECT DETAIL

Project Component	Service
Funding Costs for:	Homelessness Prevention and Rapid Rehousing
Population Focus:	At-risk of Homeless Individuals and Families OR Homeless Individuals and Families (Based on eligibility)

A.5 HOMELESS PREVENTION AND RAPID REHOUSING SERVICES

CONTRACTOR shall:

1. CONTRACTOR will provide Homelessness Prevention to households with housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent

an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition in § 576.2.

2. CONTRACTOR will provide Rapid Re-housing Services to households in the non-congregate shelter program to support their exit into a permanent housing solutions.
3. This project must adhere to the Housing First Model to establish short-term (up to 3 months) or medium-term (up to 6 – 24 months, not to exceed beyond 08/31/2025) of rental assistance. Homelessness Prevention and Rapid Re-housing activities must meet all HUD requirements specified in 24 CFR 576.104.
4. Provide Housing Relocation and Stabilization Services and financial assistance. The total period for which any program participants may receive supportive services after rental assistance stops shall not exceed 12 months during any three-year period. Services include:
 - a) Rental application fees
 - b) Security deposits
 - c) Landlord Incentive
 - d) Standard utility deposits
 - e) Housing search and placement activities
 - f) Housing stability
 - g) Tenant-based rental assistance

A.6 ELIGIBILITY

1. CONTRACTOR will document that all program participants who receive homelessness prevention assistance meet the eligibility criteria under the "at risk of homelessness" definition, or who meet the criteria in paragraph (2), (3), or (4) of the "homeless" definition of 24 CFR § 576.2.
2. CONTRACTOR will document that all program participants who receive rapid re-housing assistance meet the eligibility criteria of paragraph (1) of the "homeless" definition or who meet the criteria under paragraph (4) of the "homeless" definition **and** live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition of 24 CFR § 576.2.

A.7 RE-EVALUATIONS

CONTRACTOR will re-evaluate program participants' eligibility and the types and amounts of assistance the program participant needs not less than once annually for program participants receiving homelessness prevention assistance. The re-evaluation must be completed within the 30 days directly before or after the participant's annual program anniversary date.

CONTRACTOR must document that each re-evaluation of eligibility established that the program participant:

1. Did not have an annual income that exceeds 30% AMI as established by HUD; *and*
2. Lacked sufficient resources and support networks necessary to retain housing without ESG assistance.

If a program participant is found to be ineligible for continued assistance they must be exited from the program.

A.8 ANNUAL INCOME

CONTRACTOR will use 24 CFR 5.609 to determine annual income. For each program participant who receives homelessness prevention assistance longer than one year the following documentation of annual income must be maintained:

1. Income evaluation form containing the minimum requirements specified by HUD and completed by the CONTRACTOR; and

2. Source documents for the assets held by the program participant and income received over the most recent period for which representative data is available before the date of the evaluation (e.g., wage statement, unemployment compensation statement, public benefits statement, bank statement);
3. To the extent that source documents are unobtainable, a written statement by the relevant third party (e.g., employer, government benefits administrator) or the written certification by the CONTRACTOR's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period for which representative data is available; or
4. To the extent that source documents and third party verification are unobtainable, the written certification by the program participant of the amount of income the program participant received for the most recent period representative of the income that the program participant is reasonably expected to receive over the 3-month period following the evaluation.

A.9 HOUSING STABILITY CASE MANAGEMENT

CONTRACTOR may use ESG funds for 30 days during the period the program participant is seeking permanent housing to assist a program participant in overcoming immediate barriers to obtaining housing; and up to 12 months during the period the program participant is living in permanent housing to facilitate housing stability not to exceed to go beyond August 31, 2025. Eligible activities are:

1. Using the centralized or coordinated assessment system as required to evaluate individuals and families applying for or receiving homelessness prevention assistance;
2. Conducting the initial evaluation required, including verifying and documenting eligibility, for individuals and families applying for homelessness prevention assistance;
3. Counseling;
4. Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
5. Monitoring and evaluating program participant progress;
6. Providing information and referrals to other providers;
7. Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
8. Conducting re-evaluations.

A.10 SUPPORTIVE SERVICES

The program will build on self-sufficiency and assist clients with service plans to determine and link them to all eligible resources. All clients will have access to an array of supportive services, which includes but is not limited to:

1. Temporary housing/emergency shelter
2. 2-1-1 hotline for social services
3. Social Security benefits
4. Cal-Works and other income security programs
5. Cal-Fresh assistance
6. Low Income Energy Assistance Programs
7. Affordable housing information
8. Employment assistance and job training programs
9. Health care and mental health services
10. Services for victims of domestic violence
11. Veteran Services
12. Legal Services and credit counseling
13. High School Diploma completion or GED test preparation

A.11 USE WITH OTHER SUBSIDIES

Homelessness Prevention funds will not be used with other housing subsidies, per the guideline for the ESG funding restrictions. If an applicant is receiving a different subsidy, they will be ineligible for this project. If a participant is enrolled in CONTRACTOR's Homelessness Prevention Program, they will be ineligible to receive other subsidies.

A.12 LIMITATION ON MAXIMUM RENT LEVELS

Rent levels must be within HUD and ESG Guidelines for an appropriate rent level for the type and size of housing rental property.

A.13 DATA SHARING

This Agreement requires multi-directional sharing relationship between multiple organizations. To systematically share data, the participating agencies must jointly establish a data sharing network formalized by the execution of this Agreement that non-profit agrees to future guidelines of data sharing upon release of requirements by HMIS Committee.

A.14 COORDINATED ENTRY

The CONTRACTOR must participate in and accept participant referrals from the Continuum of Care and ensure the screening, assessment and referral of program participants are consistent with the written standards established and all policies and guidelines required by the Coordinated Entry System lead agency.

A.15 FILE CHECKLIST

The basis of all determinations (eligibility, assistance needed, assistance provided, rent reasonableness, etc.) must be supported by the evidence documented in the case file. CONTRACTORS will maintain a participant file that will include but is not limited to the following documents:

1. Initial Evaluation
2. Proof of eligibility-Documentation of Homelessness, must follow HUD's prioritization of documentation of at-risk of homelessness and 24 CFR 576.500.
3. Program Intake Documents including:
 - a) HMIS Release of Information
 - b) Notice of Privacy Practices
 - c) Participant grievance
 - d) Participate consent form
 - e) Release of Information if applicable
 - f) Other CONTRACTOR documentation
4. Case Plan that showed the program and program participant developed a plan to assist the program participant to maintain permanent housing after the ESG assistance ends, taking into account all relevant considerations, such as:
 - a) The program participant's current or expected income and expenses
 - b) Other public or private assistance for which the program participant will be eligible and likely to receive; and
 - c) The relative affordability or available housing in the area
5. Lease agreement between the Owner and program participant
6. Rental assistance agreement between the owner and the CONTRACTOR
7. FMR calculations
8. Rent Reasonableness
9. Lead Paint Inspection
10. Minimum Habitability Standards
11. Case notes that reflect the program participant met with a case manager at least once per month to assist the participant in ensuring long-term housing stability.
12. Back-up documentation for the services and assistance provided to that program participant, including, as applicable, security deposit, rental assistance, and utility payments made on behalf of the program participant, and copies of documentation of payments made to owners for rental assistance provided, and supporting documentation for these payments, including dates of occupancy by program participants in the participant file.
13. Referrals made by the program to program participant to obtain mainstream and other resources as needed.
14. Program Discharge/Exit paperwork.

ATTACHMENT B FISCAL PROVISIONS

B.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

a. CONTRACTOR shall be reimbursed by COUNTY, for an amount not to exceed \$176,757. Funds require a 100% match. Said funds shall be spent according to the Budget shown below.

Children's Fund Allocation and Accomplishment Goals 2024				
Grant Type	Activity	2023-2024 Allocation	Number of Persons Expected to be Served (Individuals)	Average Annual Cost Per Unit of Service per Person
ESG Federal Funding Expenditure Deadline: August 31, 2025	Rapid Re-Housing	\$107,920	18	\$5,995.55
	Homelessness Prevention	\$53,442	22	\$2,429.18
	HMIS	\$15,395		
	TOTAL	\$176,757	40	\$4,418.93

The table above may be changed (without changing the Total amount) with written approval from CDH.

- b. CONTRACTOR shall be reimbursed for eligible costs only. CONTRACTOR shall submit claims for reimbursement of eligible costs on a monthly basis no later than thirty (30) days after the end of each month in which the costs were incurred. Each claiming period shall consist of a calendar month.
- c. With each claim for reimbursement of eligible costs, CONTRACTOR shall submit:
 - 1. All general and approved activity specific items identified in EXHIBIT 12 – REQUEST FOR REIMBURSEMENT (CLAIM) CHECKLIST of the Comprehensive ESG Exhibits (ATTACHMENT C);
 - 2. If the required supporting documentation is not provided, COUNTY may delay payment until the documentation is received by COUNTY. COUNTY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement.
- d. All complete claims submitted in a timely manner shall be processed within thirty (30) calendar days.
- e. All ESG Program funds shall be expended by the termination date of this Agreement, or by the deadline to expend Program funds as set forth in Funding Approval/ Agreement No. E-23-UC-06-0503 between HUD and the County of San Bernardino, whichever comes first.
- f. 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.
- g. Expenditure Deadlines:

Percentage of ESG Award That Must be Expended	Milestone Deadlines
20%	120 Days after Execution of Contract
50%	180 Days after Execution of Contract
80%	60 Days Prior to the Expenditure Deadline

- h. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any state or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- 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. Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

B.2 WITHHELD PAYMENTS

Payments to CONTRACTOR may be withheld by COUNTY if CONTRACTOR fails to comply with any provision of this Agreement.

B.3 DISALLOWANCE

If CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with this Agreement, CONTRACTOR shall be required to promptly reimburse these funds to COUNTY and shall be prohibited from submitting to COUNTY reimbursement requests for subsequent ESG Program funds until COUNTY is fully reimbursed or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

If it is determined that a CONTRACTOR falsified any certification, RFP information, financial, or contract report, CONTRACTOR shall be required to reimburse the full amount of the ESG Program award to COUNTY, and may be prohibited from any further participation in the ESG Program. COUNTY may impose any other actions permitted under 24 CFR 576.501 (c).

B.4 FISCAL ACCOUNTABILITY

- a. CONTRACTOR agrees to manage funds received through COUNTY in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; and adhere to accounting standards established in 2 CFR Part 200.
- b. CONTRACTOR must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, CONTRACTOR must develop an accounting procedure manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.

B.5 BUDGET AMENDMENTS

CONTRACTOR shall make no changes to the budget without first obtaining written approval from the COUNTY. Any budget amendments must be requested by the CONTRACTOR in writing.

B.6 FINAL REIMBURSEMENT

Unless approved by CDH in writing, all final requests for reimbursement of authorized ESG expenditures under this Grant must be submitted to CDH no later than September 30, 2025.



ATTACHMENT C

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Children's Fund Incorporated
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Cesar Navarrete
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
N/A
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	N/A
N/A	N/A

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A	N/A	N/A
N/A	N/A	N/A

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
N/A	N/A	N/A
N/A	N/A	N/A

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	N/A
N/A	N/A

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If no, please skip Question No. 10.

Yes If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer:

Name of Contributor: N/A

Date(s) of Contribution(s): N/A

Amount(s): N/A

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.