



Contract Number

SAP Number

Community Development and Housing

Department Contract Representative	Shanikqua Freeman, Deputy Director
Telephone Number	(909) 387-4327
Contractor	Inland Southern California 211 +
Contractor Representative	Lisa Wright
Telephone Number	(951) 697-4303
Contract Term	July 1, 2021 – June 30, 2022
Original Contract Amount	\$561,228
Total Contract Amount	\$561,228
Cost Center	6210002496

IT IS HEREBY AGREED AS FOLLOWS:

This contract is made and entered into, by and between San Bernardino County, hereinafter referred to as "COUNTY" and Inland Southern California 211 + (ISC211+), hereinafter referred to as "CONTRACTOR", to provide services that further enhance the goals and meet the programmatic needs of the Housing and Disability Advocacy Program (HDAP), hereinafter referred to as "Program."

WHEREAS, the County has been allocated funds from the State of California Health and Human Services Agency, Department of Social Services (CDSS), to provide disability benefits advocacy, housing support, and street outreach services to eligible Housing and Disability Advocacy Program (HDAP) clients who are experiencing homeless or at risk of homelessness; and,

WHEREAS, COUNTY desires to contract with CONTRACTOR in the amount of \$561,228 for Coordinated Entry Support, Case Management, Housing Assistance, Bridge Housing and Administrative costs from HDAP Round 4 funding. HDAP funded activities are for Housing Assistance, Legal Advocacy, case management and Street Outreach resources; and,

WHEREAS, CONTRACTOR desires to provide Case Management, Coordinated Entry Support, Bridge Housing and Housing Assistance on behalf of COUNTY through the HDAP program, to qualified, eligible

homeless individuals referred through the Coordinated Entry System (CES). Services include the provision of assistance to homeless participants to referrals to benefits, referrals to the legal advocacy program, temporary shelter under Bridge Housing and housing resources through Housing Financial Assistance; and,

WHEREAS, CONTRACTOR is the sole provider and operator of CES that provides services countywide to various homeless programs and service providers; and,

WHEREAS, COUNTY’S Unique Entity Identifier (DUNS) is 009241659; and,

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

NOW, THEREFORE, the COUNTY and CONTRACTOR mutually agree to the following terms and conditions:

A. Terms of Agreement

The Contract amount of \$561,228.

- A.1** It is anticipated to receive a minimum of 30 new referrals and continue to serve current rollover participants.
- A.2** The term of this Contract begins July 1, 2021, and ends June 30, 2022, unless terminated earlier as provided in Section D (35), General Contract Terms. 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 the State.
- A.3** Services must be provided between July 1, 2021 to June 30, 2022, and funds must be expended by June 30, 2022. Provider must have 25 percent (25%) of the funds expended by December 31, 2021; eighty percent (80%) of funds expended by March 31, 2022, and one hundred percent (100%) of the funds expended by June 30, 2022 otherwise the funds are subject to recapture by the COUNTY in the corresponding increments on the corresponding dates.

A.4 Distribution Table

Funded Activity	HDAP Funded Activity	Funded Amount
Case Management	Street Outreach	\$56,000
CES Support		\$117,900
Bridge Housing/Emergency Shelter (ES)	Housing Financial Assistance	\$322,328
Housing Assistance		\$40,000
Administrative	Administrative	\$25,000
Total		\$561,228.00

- A.5 Participant Requirement:** At Risk of Homelessness, Literally Homeless and Chronically homeless. The priority is Chronically Homeless and the Hardest to serve who have chronic disabilities and no income from disability benefits. The most vulnerable clients are identified through the CES system.

- A.6 Claim Reimbursement:** Claims are to be submitted at the end of every month by the 15th of the following month. Payment approval is determined by eligible funded activities within each funding activity define in the scope of work and by approval of CDH staff.

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 once 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 State 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.

B. CONTRACTOR RESPONSIBILITIES

Contractor shall provide outreach efforts to engage participants and better serve the clients.

B.1 SCOPE OF WORK

ISC211+, as a supportive case management services provider, will provide case management services to supplement to the Housing Provider Case Management Services (HPCMS) provided by participating Permanent Supportive Housing (PSH) or Rapid Rehousing (RRH) service providers. Contractor shall:

1. Provide high quality case management services to clients eligible for the Housing Disability Advocacy Program (HDAP) and permanent housing through the Continuum of Care (CoC), Veterans Affairs Supportive Housing (VASH) vouchers and Permanent Housing solutions;
2. Have a client-centered approach and provide excellent customer service that is sensitive to the challenges that homeless persons with a range of medical and behavioral health issues face as they move into and maintain permanent supportive housing;
3. Employ a "No Wrong Door" approach to assist clients in their transition from homelessness to permanent housing;
4. Provide services to chronically homeless populations, as well, the literally and chronically homeless veteran populations.

B.2 SERVICES TO BE PROVIDED

During the term of this Contract, Contractor shall provide in accordance with procedures as stipulated in the HDAP Policies and Procedures Manual, as approved by Community Development Housing (CDH), and consistent with federal, state, and local laws, regulations, current health and mental health best practices and standards, services that include but are not limited to, the following activities and responsibilities:

1. Outreach and Engagement

- (a) Process and accept potential client self-referrals and referrals from CDH, San Bernardino County departments, program partners, Continuum of Care partners and services provider partners participating in HDAP.
- (b) Establish rapport and build a trusting relationship with the potential client and determine if the potential client is appropriate for permanent housing with intensive case management services.

- (c) Meet prospective clients where they are, using an outreach field approach to make contact and/or connection with clients.
- (d) Engage in outreach to certify homeless status of clients.
- (e) For individuals who are referred who do not meet the eligibility criteria for the program, Contractor shall provide assistance to the referred individuals and refer/link them to services and resources that can address their immediate needs, including housing location services, permanent housing, shelter, food, health and mental health care, case management and other supportive services.
- (f) Obtain all appropriate consents and authorizations for clients' participation in the program and for Contractor's staff to communicate effectively with County entities and other service providers/agencies to assist clients with linkages to resources, services and benefits acquisition, coordination of services, client advocacy, etc.

2. Intake and Assessment

- (a) Conduct intake and enrollment activities with eligible clients, including assisting clients with gathering other program eligibility documentation, completing project intake forms, and enrolling into the Homelessness Management Information System (HMIS).
- (b) Employ a "screening in" philosophy and utilize the Coordinated Entry System (CES), the Vulnerability Index - Service Prioritization Decision Assistance Tool (VI-SPDAT), and the Social Security Income (SSI)/Social Security Disability Income (SSDI) eligibility screening tool to screen, rank and prioritize the most vulnerable clients.

3. Coordination of Services

- a) Make a strategic effort to enhance system efficiency and effectiveness of resource management through a countywide collaboration to promote an integrated and sustainable response to homelessness.
- b) Upon completion of assessment and determination of eligibility, refer client an HPCMS provider for enrollment in an applicable PSH and RRH program, if applicable. Prioritization will be given to PSH clients.
- c) Upon completion of assessment and determination of eligibility, refer client to the designated legal service provider(s) for the purposes of coordinating legal services for the acquisition of Social Security Income (SSI)/Social Security Disability Income (SSDI) benefits.
- d) Provide linkages to connect client to the best suited comprehensive resources based upon individual needs.
- e) Work with all regional partners to track CES housing placements through the HDAP program.
- f) Coordinate additional "Case Conferencing" meetings to coordinate and track participant progress toward the goal of permanent housing. Contractor will maintain meeting sign-in sheets, agendas and meeting notes to create a record of meeting, content, attendance and client progress.

4. Temporary and Bridge Housing Placement

- a) Assist clients with access to temporary/bridge housing until permanent housing placement is secured. Temporary housing can include but not be limited to motel vouchers, local emergency shelters, stabilization beds and other temporary housing options made readily available through partnering programs
- b) In conjunction with the HPCMS provider, coordinate the placement of clients in available bridge housing options. If motel vouchers are the selected option, Contractor will issue, fund and process payments for the motel vouchers, up to \$2,800 per month, per client, not to exceed one hundred-twenty (120) days; extension are allowed on a case-by-case basis and additional time could be granted with CDH approval.

5. Housing Financial Assistance

- a) Assist clients with financial assistance for all things related to accessing permanent housing including but not limited to:
 - (i) Security deposit assistance;
 - (ii) Enhanced security deposit assistance;
 - (iii) First and last month's rent;
 - (iv) Utility deposit;
 - (v) Utility assistance;
 - (vi) Pet assistance such as grooming and vaccination;
 - (vii) Pet deposits;
 - (viii) Rental of public storage units for personal items while in the process of obtaining temporary and/or permanent housing;
 - (ix) Rental of moving truck to move personal items to temporary and/or permanent housing;
 - (x) Repairs or cleaning of temporary and/or permanent housing; and,
 - (xi) Essential furnishings.

6. Case Management

Provide case management services that will supplement the intensive case management provided by the referred-to HPCMS provider. Case management will be intended to be "light" in nature and will include, but not be limited to:

- (a) Coordination with HPCMS provider;
- (b) Identifying required documentation (i.e. birth certificates, driver's license, etc.);
- (c) Coordinate transportation resources to required meetings, as needed; and,
- (d) Coordinating with legal services providers.

7. Information Sharing

At the determination of eligibility, will obtain Release of Information (ROI) for each client receiving a referral to services through a PSH and/or RRH program. Contractor will begin client provide using the HMIS reporting/data sharing system, upon completion of the referral to a HPCMS provider, the HPCMS case manager will maintain client file/information in the HMIS system.

8. Reporting and Invoicing

- (a) Shall maintain data systems to ensure that accurate client and case management information is managed appropriately, and that clients' protected health information is kept secure at all times with all appropriate legal protections. Generate and maintain complete hard copy client files in a secure location that are accessible to authorized staff and the County, upon request. Generate and maintain electronic files such as HMIS or other reports, if applicable, as directed by the CDH.
- (b) Shall complete and submit monthly reports (no later than the 5th day of each month) with the required supporting documentation, as requested by CDH. Reports shall include aggregate reporting/data elements required by CDH, shall be completed and submitted in the manner directed by CDH.
- (c) Invoices submission is by the 15th of the following month after services are rendered.
- (d) Shall submit invoices and requested reports in a timely manner in accordance with the Master Agreement and as directed by CDH and must retain receipts and supporting documentation for all expenses included on monthly invoices and make available to CDH upon request.

Examples of required reporting/data elements includes but are not limited to information regarding:

- client demographic information;
- referral source data;
- case management;
- services provided;
- referrals and linkages made;
- clients' health and income benefits;
- clients' health and behavioral health service providers;
- housing applications and placement; and,
- utilization of move-in assistance, etc.

9. Records and Recordkeeping

Contractor shall generate and maintain retrievable program records, records relating to each client that receives services under this Purchase Order, and data collection/tracking systems as directed by CDH. Contractor shall ensure appropriate safeguards are implemented to secure clients' protected health information at all times. These records shall include, but not be limited to, the following:

a) Client Files

Each file should include, but not be limited to the following, when applicable:

- Confidentiality form;
- Participation Agreements, if applicable;
- Consent forms;
- Authorizations to release, disclose, use and/or share information;
- Client referral documentation;
- Assessments;
- Case management service plans/notes;
- Case Conferencing notes/forms/updates;
- Progress notes and documentation notating any contacts made with or behalf of the client;

- Documentation related to accessing and obtaining housing, benefits and other services;
 - Documentation of case closure and associated forms, if applicable;
 - Incident report/grievance forms; and,
 - Other client documentation required at CDH's discretion.
- b) Program Records
Should include:
- Program policies and procedures;
 - Agreements and/or Memorandums of Understanding (MOU) with CDH, County, service providers, partners;
 - Documentation related to increasing client's access to resources and building collaborative partnerships;
 - Incident/grievance reports;
 - Other documents related to quality control;
 - Staff Trainings;
 - Documentation of Performance and Outcome Measures, as directed by CDH; and,
 - Other records and program documentation required at CDH's discretion.
- c) Records Request
Should be provided by the following urgency
- Non-urgent request within 10 working days from a submitted request
 - Urgent request within 5 working days of a request

C. DEFINITIONS

- a. **Bridge Housing:** Temporary housing resources offered while working with clients with Permanent Supportive Housing as the final goal. Case managers, housing locators and employment specialists work with each family to access their unique needs and create a customized plan for achieving long-term stability and independence. Once in permanent housing, families build on their success with aftercare support from program staff and a network of community partners.
- b. **Case Management:** The coordination of community-based services by a professional team to provide people the quality mental health care that is customized accordingly to an individual's setbacks or persistent challenges and aid them to their recovery. In addition, it can be defined as a collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client's health and human service needs.
- c. **Cash Assistance Program for Immigrants (CAPI):** A 100% state-funded program designed to provide monthly cash benefits to aged, blind, and disabled non-citizens who are ineligible for Supplemental Security Income/State Supplementary Payment solely due to their immigration status.
- d. **Community Development and Housing (CDH):** The County agency responsible for the strategic investment and alignment of resources for affordable. 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). The HUD grant funds that CDH administers are: Community Development Block Grant Program, HOME Program, and Emergency Solutions Grant. In addition, CDH administers the Mental Health Services Act Housing Program for the chronically and "at risk" of

homelessness whom are mentally ill, along with OHS, which includes the County's Continuum of Care and Homeless Management Information System programs.

- e. **Continuum of Care (CoC):** A program designed to promote communitywide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.
- f. **Continuum of Care (CoC) Housing Providers:** The CoC housing providers include a network of Community Based Organizations partnered with the County to provide services to homeless individuals and families.
- g. **Coordinated Entry System (CES):** The CES is 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.
- h. **General Relief (GR):** A County program that provides loan assistance to indigent individuals and families in temporary need of housing, food, and/or transportation.
- i. **Homeless Management Information System (HMIS):** A web-enabled database used by homeless service providers to capture information about the San Bernardino County persons they serve. The database tracks services provided to homeless individuals and families by the collaborative agencies. Services tracked include emergency, transitional, and permanent housing bed usage, employment, veteran's status, as well as referrals to health and human service providers, or other relevant supportive service agencies. As required by the U.S.

Department of Housing and Urban Development, the Continuum of Care utilizes the captured information to make informed decisions in planning, homeless advocacy, and policy development that result in targeted services.

- j. **Homeless Outreach and Proactive Enforcement (HOPE) Team:** The San Bernardino County Sheriff's Department's HOPE Team is a community policing philosophy used to link the homeless population with resources and service providers throughout the County.
- k. **Homeless Outreach Support Team (HOST):** A program provided through the Department of Behavioral Health and provides outreach and engagement services to individuals and their families in an effort to obtain Permanent Supportive Housing. Wrap around support services are provided by case managers to assist the individuals to maintain housing and become resilient in the community. Services include outreach, intensive case management, advocacy, and empowerment for self-sufficiency, as well as linkage and referrals to community resources. HOST collaborates with the Homeless Outreach and Proactive Enforcement Team to conduct outreach events and engage the most difficult and hard to reach clients with chronic behavioral health conditions.
- l. **Housing and Disability Advocacy Program (HDAP):** A program under which counties assist homeless Californians with disabilities to increase participation among individuals who may be eligible for disability benefits programs, including the Supplemental Security Income/State Supplementary Program for the Aged, Blind, and Disabled, the federal Social Security Disability Insurance program, the Cash Assistance Program for Immigrants, and veterans benefits provided under federal law, including disability compensation.

- m. **Housing Financial Assistance:** A housing resource offered while working with clients to access permanent supportive housing, including but not limited to: security deposits assistance, enhanced security deposit assistance, utility deposit, utility assistance, pet deposit and first and last month's rent.
- n. **Housing First:** An approach to quickly and successfully connect individuals and families experiencing homelessness 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.
- o. **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, and any other housing requirements.
- p. **Inland Southern California 211+ CES Outreach Team:** The 2-1-1 CES Outreach Team is part of the County's Coordinated Entry System, which identifies homeless participants in the community, assesses their needs, prioritizes the most vulnerable and refers them to a housing provider case manager, as needed.
- q. **Permanent Supportive Housing (PSH):** PSH is permanent housing with services. The type of services depends on the needs of the residents. Services may be short-term, sporadic, or ongoing indefinitely. The housing is affordable and intended to serve persons who have very low incomes.
- r. **Point-In-Time Count (PITC):** Unduplicated one-night estimates of both sheltered and unsheltered homeless populations. The one-night counts are conducted by Continuums of Care nationwide on a pre-determined date within the last 10 days of each January.
- s. **Rapid Re-Housing (RRH):** RRH is an intervention designed to help individuals and families quickly exit homelessness and return to permanent housing. Using the Housing First model, move families and individuals into permanent affordable housing as quickly as possible, assist with move-in costs such as security and utility deposits and short-medium term declining rental subsidies, and provide 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.
- t. **Recovery:** Psychological recovery or recovery model or the recovery approach to mental disorder or substance dependence emphasizes and supports a person's potential for recovery. Recovery involves the development of new meaning and purpose in one's life as one grows beyond the catastrophic effects of mental illness.
- u. **Social Security Disability Insurance (SSDI):** A Social Security program that pays monthly benefits to eligible individuals who become disabled before reaching retirement age and are not able to work.
- v. **Supplemental Security Income (SSI):** A Social Security program that pays monthly benefits to people with limited income and resources who are disabled, blind, or age 65 or older.
- w. **Transitional Assistance Department (TAD):** The County department that determines eligibility for CalWORKs cash benefits, Medi-Cal and CalFresh.
- x. **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 will embrace high standards of ethics, management and accountability and forge new partnerships, particularly with faith-based and community organizations, that leverage resources and improve HUD's ability to be effective on the community level.

- y. **Veterans Administration (VA):** Federal agency responsible for providing services to help local veterans and their families obtain veterans' benefits from federal, state, and local agencies.
- z. **Vulnerability Index - Service Prioritization Decision Assistance Tool (VI-SPDAT):** A holistic triage tool that assesses 1) housing and homeless history, 2) risks, 3) socialization and daily functioning, and 4) wellness. It is the core of San Bernardino County's universal assessment, and it can be used by all population types and recommends the best fit for permanent housing.

D. GENERAL CONTRACT TERMS

D.1 Recitals

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

D.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.

D.3 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 fees, regardless of who is the prevailing party. 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.

D.4 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, Contractor shall provide the results of the background check of each individual to verify that the individual meets Contractor's standards for employment. 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 of Contractor's personnel to any County facility.

D.5 Change of Address

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

D.6 Choice of Law

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

D.7 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 items addressed 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. 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.

D.8 Confidentiality

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

For Human Services contracts:

Consultant shall ensure that all staff, volunteers and/or subcontractors performing services under this Contract comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements specified at <http://hss.sbcounty.gov/Privacy> prior to providing any services. Consultant shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference.

D.9 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. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

D.10 County Internship Initiative

Contractor agrees to be contacted by the County to solicit its participation in an internship initiative known as GenerationGo! Career Pathways, involving the potential placement and hiring of interns by Contractor's business. Contractor is encouraged, and agrees to make good faith efforts, to utilize the County's program to aid the **County's Vision for a skilled workforce and jobs that create countywide prosperity**, and its **goal to Create, Maintain and Grow Jobs and Economic Value in the County**. The County's objective with its internship initiative is to focus on training, education, employment and support services to develop a more highly educated and trained workforce. When participating in the County's internship initiative, the Contractor remains an independent contractor and shall not be construed as agents, officers, or employees of the County. More information about the County's GenerationGo! Career Pathways Program can be located at <http://wp.sbcounty.gov/workforce/career-pathways/>.

D.11 County Representative

The Deputy Executive Officer of the 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/Scope of Work 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, unless otherwise delegated.

D.12 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.

D. 13 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.

D.14 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:

- D.14.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- D.14.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- D.14.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

D.15 Duration of Terms

This Contract, and all of 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.

D.16 Employment Non-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.

D.17 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 as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. 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.

D.18 Improper Influence

Consultant 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 Consultant or officer or employee of the Consultant.

D.20 Improper Consideration

Consultant 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.

Consultant shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Consultant. 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 a termination under this provision, the County is entitled to pursue any available legal remedies.

D.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.

D.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.

D.23 Licenses, Permits and/or Certifications

Consultant shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. The Consultant shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Consultant 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.

D.23 Material Misstatement/Misrepresentation

If during the course of 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.

D.24 Mutual Covenants

The parties to this Contract mutually covenant to perform all of 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".

D.25 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.

D.26 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.

D.27 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. All such items shall be delivered to County upon request within the time frame specified by the County. Unless otherwise directed by County, Contractor may retain copies of such items.

D.28 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.

D.29 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, Contractors, 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.

D.30 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. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. Any provision of this Contract that may appear to give the County any right to direct the Contractor concerning the details of performing the services/Scope of Work, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the County concerning the end results of the performance.

D.31 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.

D.32 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.

D.33 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 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 Article G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 33.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 33.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 33.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Articles B. Contractor Responsibilities and D. General Contract 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. Contractor agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

D. 34 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal

process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

D.35 Termination for Convenience

The County and the Contractor each reserve 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) to all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

D.36 Time of the Essence

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

D.37 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, County of San Bernardino, 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, County of San Bernardino, San Bernardino District.

D.38 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 officers, employees, subcontractors, 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.

Contractor understands per the attached Conflict of Interest and Political Reform Act Obligations (Attachment A) that the Director of County Community Development and Housing has determined Contractor meets Disclosure Determination number 1 and that no disclosure is required.

D.39 Former County Administrative Officials

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five 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.

D.40 Disclosure of Criminal and Civil Procedures

County reserves the right to request the information described herein from 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 also may 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.

D. 41 Errors, Omissions and/or Conflicts

Contractor shall be responsible for the integrity of all design and research studies prepared or approved by the Contractor and should County suffer damages due to errors, omissions, and/or conflicts within such documents, the Contractor shall be responsible to County for costs of all such damages.

E. HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) – DATA COLLECTION

The CONTRACTOR must ensure that data on all persons served, and all activities assisted under HDAP are entered into the applicable community wide HMIS in the area in which those persons and activities are located, in accordance with HDAP standards on participation, data collection, and reporting under a local HMIS.

HDAP funds require reporting client-level data, such as the number of persons served, their demographic information, and the applicable HDAP services provided into HMIS which is an electronic data collection system that facilitates the collection of information on persons who are homeless or at risk of becoming homeless. HMIS is managed and operated locally by the Office of Homeless Services (OHS). HUD HMIS technical and data standards are set forth in the Final 2017 HMIS Data Standards, on file with Office of Homeless Services. CONTRACTOR is required to work OHS staff to ensure the timely and accurate set-up of their HMIS program profile. COUNTY will work with CONTRACTOR and OHS to ensure the HMIS program profile is setup in a manner that accurately captures the data pertinent to CONTRACTOR program.

The CONTRACTOR and its subcontractors shall have an agreement in place with the HMIS lead agency to participate in the regionally established HMIS system and shall submit a copy of HMIS reports with monthly reimbursements. A copy of the CONTRACTOR'S agreement with the HMIS lead agency shall be delivered to the COUNTY, upon request. In the case of Domestic Violence service providers or other agencies prohibited from entering data into HMIS, documentation from the HMIS lead agency certifying that the CONTRACTOR is using a comparable database shall be delivered to the COUNTY. The "HMIS Lead Agency" is the County of San Bernardino, Community Development and Housing Agency, Office of Homeless Services:

Mike Bell, HMIS Support County of San Bernardino Office of Homeless Services
 215 North D Street, Suite 301
 San Bernardino CA 92401
Michael.Bell@hss.sbcounty.gov
 Tel: 909-501-0613
 Fax: 909-501-0622

The CONTRACTOR shall enter into an Interagency Data Sharing Agreement with the HMIS Lead Agency where the CONTRACTOR agrees to share HMIS data with other HDAP funded agencies regarding clients that are served in HDAP funded programs, unless prohibited by law. A copy of such agreement shall be delivered to the CONTRACTOR.

CONTRACTOR must ensure all required data elements, as listed below, are entered into the HMIS system for ESG participants, in a timely manner, and is inputted no later than three (3) working days after program entry. Services rendered to clients must be entered into HMIS no later than three (3) working days from date of service(s). All clients who exit the program must have an updated status in HMIS within three (3) working days from actual exit date. Failure to meet the above data input requirements will constitute a violation of the terms and conditions of this Contract.

In addition to the timely entry of HMIS data, CONTRACTOR is required to enter accurate and complete data. COUNTY will ensure CONTRACTOR adheres to Data Quality Standards, as established by HUD, and data entry requirements, as set forth in the HMIS Memorandum of Understanding (MOU) and the OHS Policy Handbook. The Data Quality Standards assess the data quality and completeness of following Data Elements entered:

Client Demographic Data:	
a) Name	e) Ethnicity
b) Social Security Number	f) Gender
c) Date of Birth	g) Veteran Status
d) Race	

Universal Data:	
a) Disabling Condition	e) Relationship to Head of Household
b) Project Start Date	f) Client Location
c) Project Exit Date	g) Housing Move-in Date
d) Destination	h) Living Situation

Common Program Specific Data Elements:	
a) Income and Sources	i) Mental Health Problem
b) Non-Cash Benefits	j) Substance Abuse
c) Health Insurance	k) Domestic Violence
d) Disability Elements	l) Contact

e) Physical Disability	m) Date of Engagement
f) Developmental Disability	n) Bed-Night Date
g) Chronic Health Condition	o) Housing Assessment Disposition
h) HIV/AIDS	

Data Timeliness:	
a) Entry Timeliness	
b) Exit Timeliness	

The Data Quality Standards require a program to have a five percent (5%) or less error rate to ensure data accuracy and less than a five-day lapse in timeliness for entry of data at time of client entry, services are rendered, and client exit. Any performance benchmarks not meeting these standards will be flagged and captured on a CONTRACTOR HMIS Data Quality Report Card (Report Card) generated by the Office of Homeless Services. The Report Card will be generated and reviewed on a quarterly basis. The Report Card will be provided to CONTRACTOR when available and data deficiencies, if any, will be identified and discussed with CONTRACTOR to determine methods to remediate and/or improve data quality scores.

If CONTRACTOR continues to not meet data entry and data quality benchmarks, as established by HDAP, and set forth in the HMIS MOU and the OHS Policy Handbook, COUNTY may terminate contract as set forth in Section F section Termination and Termination Costs, below.

F. TERMINATION AND TERMINATION COSTS

The COUNTY may immediately terminate this Contract upon the termination, suspension, discontinuation, or substantial reduction in HDAP funding for the Contract activity or if for any reason the timely completion of the work under this Contract is rendered improbable, infeasible, or impossible:

- 1) If CONTRACTOR fails to perform the services within the time specified herein or any extension thereof; or,
- 2) If CONTRACTOR fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms. If in either of these circumstances, CONTRACTOR does not cure such failure within a period of ten (10) days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from the COUNTY specifying such failure, COUNTY may terminate this Contract.
- 3) CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
 - a) The filing of a voluntary petition to have CONTRACTOR declared bankrupt.
 - b) The appointment of a Receiver or Trustee for CONTRACTOR.
 - c) The execution by CONTRACTOR of an assignment for the benefit of its creditors.

G. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers (“Indemnitees”) from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law.

This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONTRACTOR's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. This indemnification includes, but is not limited to, any determination by HUD or its successors that activities undertaken by CONTRACTOR under this Contract fail to comply with any laws, regulations, or policies applicable thereto or that any funds billed by and disbursed to CONTRACTOR under this Contract were improperly expended. This Section 24 shall survive the termination of this Contract.

H. INSURANCE REQUIREMENTS

H.1 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 2010.11 85.

H.2 Waiver of Subrogation Rights: 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 CONTRACTOR and CONTRACTOR's employees or agents from waiving the right of subrogation prior to a loss or claim. CONTRACTOR hereby waives all rights of subrogation against the County.

H.3 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.

H.4 Severability of Interests: 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 CONTRACTOR and the County or between the County and any other insured or additional insured under the policy.

H.5 Proof of Coverage: CONTRACTOR shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, 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.

H.6 Acceptability of Insurance Carrier: Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII."

H.7 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.

H.8 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 CONTRACTOR will be reduced to pay for County purchased insurance.

H.9 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.

CONTRACTOR agrees to provide insurance set forth in accordance with the requirements herein. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, CONTRACTOR agrees to amend, supplement, or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, CONTRACTOR shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

H.10 Workers' Compensation/Employers Liability: A program of Workers' Compensation insurance or a state- approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of CONTRACTOR and all risks to such persons under this Contract.

If CONTRACTOR has no employees, it may certify or warrant to the County that is 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 CONTRACTOR that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

H.11 Commercial/General Liability Insurance: CONTRACTOR shall carry General Liability Insurance covering all operations performed by or on behalf of 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. Premise's 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.

H.12 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.

H.13 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.

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.

I. ANTI-DISCRIMINATION

No person shall, on the basis of race, color, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, physical disability, mental disability, medical condition, genetic information, age, religious creed, military, or veteran status, be excluded from participating in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment supported by this Contract.

J. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

All parties agree to be bound by all applicable federal, state, and local laws, ordinances, regulations, directives, and all applicable cross-cutting requirements as they pertain to the performance of this Contract. This Contract is subject to and incorporates the following, including, but not limited to:

(1) Economic Opportunities for Low- and Very Low-income Persons. The CONTRACTOR shall ensure that employment and other economic opportunities generated by the Program shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and regulations at 24 CFR Part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

(3) Civil Rights. The CONTRACTOR agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of the Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and 41 CFR Chapter 60.

(4) Nondiscrimination and Equal Employment Opportunity. During the performance under this AGREEMENT, the CONTRACTOR shall not discriminate against any employee or applicant for employment based on race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, sexual orientation, or any other basis prohibited by applicable law. The CONTRACTOR shall take affirmative action to ensure that all applicants and employees are treated without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, and sexual orientation. The CONTRACTOR shall comply with all provisions of Executive Order 11246, Equal Employment Opportunity, as amended by Executive Orders 11375, 11478, 12086, and 12107.

(5) Nondiscrimination and Equal Opportunity in Participation. The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR § 5.105(a). The CONTRACTOR shall not discriminate against any participant on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, sexual orientation, or any other basis prohibited by applicable law. The CONTRACTOR shall, through affirmative outreach, make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. The CONTRACTOR must take appropriate steps to ensure effective communication with persons with disabilities.

(6) Americans with Disabilities Act. The CONTRACTOR agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities Act which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and Local government services, and public accommodations.

(7) Fair Housing. Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funded sub-recipients. The CONTRACTOR has a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act.

(8) Displacement and Relocation. CONTRACTOR must ensure that it has taken all reasonable steps to minimize displacement of persons. Relocation must be consistent with requirements as set forth in 24 CFR §546.408.

(9) Affirmative Outreach. The COUNTY and CONTRACTOR must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The recipient and its subrecipients must take appropriate steps to ensure effective communication

with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, recipients and subrecipients are also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons (c).

(10) The California Fair Employment and Housing Act of 1959 codified as Government Code §§12900 - 12996, the California statute used to fight sexual harassment and other forms of unlawful discrimination in employment and housing.

K. GOOD STANDING OF NON-PROFIT STATUS

CONTRACTOR certifies:

(1) it is a duly organized and existing non-profit corporation in good standing and authorized to do business under the laws of the State of California and in possession of required non-profit status under the United States Internal Revenue Code [for example, 26 USC § 501(c)(3)]. The CONTRACTOR has full right, power, and lawful authority to accept the funding hereunder and to undertake all obligations as provided herein and the execution, performance, and delivery of this Contract by the CONTRACTOR has been fully authorized by all requisite actions on the part of the CONTRACTOR.

(2) If CONTRACTOR non-profit status changes at any time during this Contract, it will advise the COUNTY within 15 days.

(3) If the CONTRACTOR is a private non-profit, it hereby agrees that the members of its Board of Directors will receive no compensation, directly or indirectly, other than reimbursement for expenses, from any funds generated from or because of the HDAP program, for their services.

L. 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
ATTN: Community Development & Housing
Department
385 North Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0043*

*Inland Southern California 211+
ATTN: Lisa Wright
9624 Hermosa Avenue
Rancho Cucamonga, CA 91730*

M. ENTIRE AGREEMENT

This Contract, including all Attachment, 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.

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 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 Agreement upon request.

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

SAN BERNARDINO COUNTY

Inland Southern California 211+

▶

 Curt Hagman, Chairman, Board of Supervisors

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

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

By _____
 Deputy

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

By _____
(Authorized signature – sign in blue ink)

Lisa Wright

Name _____
(Print or type name of person signing contract)

Title President

(Print or Type)

Dated: _____

Address 9624 Hermosa Avenue
 Rancho Cucamonga, CA 91730

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶ Suzanne Bryant, Deputy County Counsel	▶ _____	▶ Gary Hallen, Director
Date _____	Date _____	Date _____

CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

Consultant 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 Consultant or officer or employee of the Consultant.

During the term of this Contract Consultant shall not act a Consultant or perform services of any kind for any person or entity whose interests' conflict in any way with those of the County. Consultant shall at all times comply with the terms of the Political Reform Act and the local conflict of interest code. Consultant shall immediately disqualify itself and shall not use its official position to influence in any way, any matter coming before the County in which the Consultant has a financial interest as defined in Government Code section 87103. Consultant represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the County.

“Consultant” means an individual who, pursuant to a contract with a state or local agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the County to enter into, modify, or renew a contract provided it is the type of contract that requires County approval;
5. Grant County approval to a contract that requires County approval and to which the County is a party, or to the specifications for such a contract;
6. Grant County approval to a plan, design, report, study, or similar item;
7. Adopt, or grant County approval of, policies, standards, or guidelines for the County, or for any subdivision thereof; or

(B) Serves in a staff capacity with the County and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the County that would otherwise be performed by an individual holding a position specified in the County's Conflict of Interest Code.

DISCLOSURE DETERMINATION:

1. Consultant will not be “making a government decision” or “serving in a staff capacity” as defined in Sections A and B above. No disclosure required.
2. Consultant will be “making a government decision” or “serving in a staff capacity” as defined in either Section A or B above. As a result, Consultant shall be required to file a Statement of Economic Interest with the Clerk of the Board of Supervisors in a timely manner as required by law.