



Contract Number

SAP Number
4400024314

Department of Aging and Adult Services

Department Contract Representative Julie West
Telephone Number (909) 387-2462

Contractor Inland Housing Solutions
Contractor Representative Jeff Little
Telephone Number (909) 796-6381
Contract Term May 1, 2024 – June 30, 2025
Original Contract Amount \$1,000,000
Amendment Amount N/A
Total Contract Amount
Cost Center 5017341000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to designate a contractor of choice to provide Housing Navigator Services for the Department of Aging and Adult Services-Public Guardian for Adult Protective Service (APS) Clients, as further described in a statement of work (the "Services");

WHEREAS, the County conducted a competitive process to find Inland Housing Solutions (Contractor) to provide these services,

WHEREAS, based upon and in reliance on the representations of Contractor in its response to the County's Request for Proposals, the County finds Contractor qualified to provide housing navigation; 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:

TABLE OF CONTENTS

A. DEFINITIONS..... 3

B. CONTRACTOR RESPONSIBILITIES..... 5

C. GENERAL CONTRACT REQUIREMENTS 6

D. TERM OF CONTRACT 17

E. COUNTY RESPONSIBILITIES..... 18

F. FISCAL PROVISIONS..... 18

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS..... 19

H. RIGHT TO MONITOR AND AUDIT 22

I. CORRECTION OF PERFORMANCE DEFICIENCIES 23

J. INFORMATION INTEGRITY AND SECURITY 23

K. EQUAL EMPLOYMENT/EMPLOYMENT DISCRIMINATION/CIVIL RIGHTS..... 24

L. NOTICES..... 27

M. ENTIRE AGREEMENT 27

ATTACHMENTS

- A. SCOPE OF WORK**
- B. COMPLAINT AND GRIEVANCE PROCEDURE**
- C. ASSURANCE OF COMPLIANCE**
- D. BUDGET**
- E. CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)**

EXHIBITS

- A. SAMPLE INVOICE**

A. DEFINITIONS

1. Adult Protective Services (APS): A program within San Bernardino County's Department of Aging and Adult Services-Public Guardian mandated by the State of California. APS strives to have all elders, sixty (60) years and older, and dependent adults, eighteen (18) years and older, live their lives free from the threat or reality of abuse and self-neglect.
2. Board: The San Bernardino County Board of Supervisors.
3. At Home Assessment Tool: An assessment tool completed by the APS social worker to determine client's vulnerability, housing need, and/or risk of becoming homeless.
4. At Home Client: An APS and/or DAAS-PG client, referred to the At Home Program, who is either at-risk for homelessness or has experienced recent homelessness due to abuse, self-neglect, or financial exploitation.
5. At Home Liaison: A County Social Worker that assists At Home Clients with housing navigation and linkage to other housing and homelessness services.
6. At Home Program (AHP): The San Bernardino County's Elder and Dependent Adult At Home Prevention and Housing Program. This voluntary program is designed to build upon existing Countywide efforts in prioritizing, addressing, and reducing homelessness.
7. Client Choice: Information provided to clients regarding alternative services available and the right to choose which service(s) to accept.
8. Code of Federal Regulation (CFR): The codification of the general and permanent rules and regulations published in the Federal Register by the executive departments and agencies of the federal government of the United States.
9. Contract: The legal agreement between the County and the Contractor.
10. Contractor: Any individual, company, firm, corporation, partnership, or other organization to whom a contract award is made by the County.
11. Coordinated Entry System (CES): A collaboration of county and community partner organizations who provide and deliver an array of services and activities working toward the prevention of homelessness.
12. County: County as used throughout this document, including its possessive form (County's), refers to San Bernardino County.
13. Department of Aging and Adult Services-Public Guardian (DAAS-PG): County department that empowers older adults and individuals with disabilities by providing services and working with individuals, service providers, and communities to improve or maintain choice, independence, and quality of living.
14. Fee-for-Service: A specified price determined by a per unit cost for the delivery of a specified number of units.
15. Homeless: Individuals who:
 - a. Lack a fixed and regular nighttime residence; or
 - b. Have a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations; or
 - c. Reside in a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings; or
 - d. Face imminent risk of homelessness or recently homeless; or
 - e. Are in receipt of a judgment for eviction, as ordered by a court; or a person who has a primary nighttime residence or living situation that is either directly associated with a substantiated report of abuse, neglect, or financial exploitations or that poses an imminent health and safety risk, and the person lacks the resources or support network needed to obtain other permanent housing; or

- f. Are in receipt of a pay rent or quit notice or who will otherwise imminently lose their primary nighttime residence, which may include individuals who have not yet received an eviction notice, if all of the following are true:
- 1) The right or permission to occupy their current housing or living situation will be, or there is credible evidence that it will be, terminated within twenty-one (21) days after the date of application for assistance;
 - 2) A subsequent residence has not been identified or secured, including, but not limited to, an individual exiting a medical facility, long-term care facility, prison, or jail; and
 - 3) The individual lacks the resources or support network, including, but not limited to, family, friends, or faith-based or other social networks, needed to obtain other permanent housing.
16. Homeless Management Information System (HMIS): A web-based, software application designed to record and store client-level information based upon the characteristics and service needs of homeless persons. HMIS is designed to assist CES homeless providers to coordinate care, manage operations, and better serve clients.
17. Housing First: Individuals should be connected to housing or housing supports immediately without preconditions; services shall be voluntary; client choice shall be respected, and applicants shall not be rejected based on income, past evictions, substance use, or any other behaviors that may indicate a lack of “housing readiness.”
18. Housing First Model: A model of housing assistance that is offered without preconditions such as stability, minimum income threshold, or service participation requirements. The primary goals are rapid placement and stabilization, which has statistically proven to be less expensive than other approaches.
19. Housing Navigator: An individual who assists and advocates on behalf of people in need of housing. A Housing Navigator provides general information, action plans, guidance, support, and referrals to help people reach their goals related to housing. He/she also identifies, locates, secures, and retains affordable housing opportunities for their clients. He/she actively seeks out, obtains, and maintains relationships with landlords and works collaboratively with various agencies, organizations, and communities. The Housing Navigator will work to find the most immediate and viable long-term housing placement for the At Home Client. The Housing Navigator will alert the At Home Liaison of any mental health, landlord/tenant mediation needs, or other risk factors that may come to his/her attention.
20. Human Services (HS): San Bernardino County Human Services (HS), a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
21. Release of Information Form: A written authorization signed by the client authorizing the County or its agent to release to or obtain from other individuals or agencies information necessary for the administration of the AHP and/or other client’s case.
22. Service Area: The: area to be served/covered under this program:
- a. East Valley: Bloomington, Colton, Fontana, Highland, Loma Linda, Lytle Creek, Redlands, Rialto, San Bernardino City, Yucaipa, and surrounding areas.
 - b. Mountains: Big Bear, Crestline, Lake Arrowhead, Running Springs, Twin Peaks, and surrounding areas.
 - c. Victor Valley: Adelanto, Apple Valley, Hesperia, Lucerne Valley, Phelan, Victorville, Wrightwood, and surrounding areas.
 - d. West Valley: Chino, Chino Hills, Montclair, Ontario, Rancho Cucamonga, Upland, and surrounding areas.

23. Services: The requested services described in this Contract.
24. Subcontractor: An individual, company, firm, corporation, partnership, or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.

B. CONTRACTOR RESPONSIBILITIES

Contractor shall:

1. Meet all the requirements of Scope of Work (Attachment A).
2. Accept referrals from DAAS-PG At Home Social Service Practitioner for APS clients who have been identified by DAAS-PG as homeless, and who may have or qualify for financial resources, to maintain housing and ensure housing referrals for At Home Clients are without preconditions of treatment acceptance or compliance, utilizing "Housing First" and "Client Choice" philosophies.
3. Initiate housing placement and related services to referred At Home Clients within five (5) business days of receipt of referral.
4. Assist At Home Clients to find, secure, and move into interim and/or permanent housing, as needed, the fastest and most efficient way possible. This includes working with APS staff, the At Home Client's family, and community to identify viable housing and any resources needed to cover initial housing costs.
5. Search for housing, within San Bernardino County, based on At Home Client's housing preferences and mobility needs, including, but not limited to, shared housing options. Client will be advised that relocation outside of their local neighborhood may be necessary.
6. Ensure the rents are assessed based upon applicable local sub-market rents, but in no circumstance exceed 80% of household's monthly income or 100% of local area's Fair Market Rent established by the Department of Housing and Urban Development, whichever is less.
7. Review credit checks, needs assessment information, and any other relevant information and make referrals to service providers as appropriate. Additionally, Contractor may join the client when meeting with landlords and assist the client with the local public housing authority process.
8. Assist difficult to place At Home Clients that may require more assistance due to existing barriers such as mental health, financial/credit history, pets, income, language, education, etc. As such, Contractor shall work with such clients by extending additional housing offers, extending period to work with such clients, or offering incentives to potential landlords in order to place such clients.
9. Work with clients a minimum of thirty (30) days and up to a maximum of ninety (90) days. Any placements outside of these timeframes would require approval from all parties. Vendor may negotiate additional compensation for placements exceeding ninety (90) days.
10. Maintain complete and accurate documentation of services provided to each client in accordance with federal, state, county, and San Bernardino County Housing Authority guidelines.
11. Provide monthly reports to DAAS-PG based on data elements determined by DAAS-PG. DAAS-PG will develop a spreadsheet to track such data which the contractor will submit each month by the fifth (5th) business day. Data will include:
 1. At Home Client names.
 2. Type(s) and number of housing unit(s) referred for each At Home Client, including numbers accepted and rejected by At Home Client.
 3. Number of housing applications submitted for each At Home Client including number accepted or denied.
 4. Number of At Home Clients housed.
 5. Number of At Home Clients unhoused and reason why (e.g., limited income, mental illness, etc.).
 6. Other information as identified by DAAS-PG.

12. Coordinate with the County to establish implementation timelines and guidelines for Services provided in this Contract .
13. Meet with the County on a regular basis to discuss potential issue(s) and suggestion(s) for resolution(s). Meetings may also be conducted for training and discussion purposes. Meeting frequency shall be determined after initial program implementation and shall be mutually agreed upon by both parties (monthly, quarterly, or periodically).

C. GENERAL CONTRACT REQUIREMENTS

1. **Recitals** – The recitals set forth above are true and correct and incorporated herein by this reference.
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.
3. **Contract Assignability** – Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.
4. **Contract Exclusivity** – This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.
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 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.
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, Contractor shall provide the results of the background check of each individual 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.

Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

Contractor shall notify the County of any board member, staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section

11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify the County concerning the arrest and/or conviction, other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

7. **Change of Address** – Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.
8. **Choice of Law** – This Contract shall be governed by and construed according to the laws of the State of California.
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. 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.

10. **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

Contractor 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. Contractor 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.

- a. Read, understand and comply with the Privacy and Security Requirements Summary.
 - b. Ensure employees, subcontractors, agents, volunteers and interns who have access to Personally Identifiable Information (PII) complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
 - c. Ensure employees, subcontractors, agents, volunteers and interns who have access to PII sign the Confidentiality Statement annually.
 - d. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via email at: HSPrivacySecurityOfficer@hss.sbcounty.gov
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. 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.

12. **County Representative** – The Assistant Executive Officer 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.

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.

14. **Debarment and Suspension** – Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to Title 48 Code of Federal Regulations (CFR), Chapter 1, Subchapter B, Part 9, Subpart 9.4 (48 C.F.R. Section 9.400 et seq.).

Contractor certifies that it and its principals and subcontractors:

- a. Are not presently disbarred, 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>).
- b. Have not within a three-year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section C, Paragraph 14, subparagraph b herein; and
- d. Have not within a three-year period preceding this Contract had one (1) or more public transactions (federal, state or local) terminated for cause or default.

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.

15. **System for Award Management** – Contractor shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list (<https://www.sam.gov>). If at any time during the term of the Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of the Contract, and the County may proceed under the Correction of Performance Deficiencies section of the Contract, including immediate termination of the Contract. If Contractor becomes aware, at any point during the term of the Contract, that it is identified as suspended or debarred on the SAM excluded list, Contractor must immediately inform County. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.

16. **Drug and Alcohol Free Workplace** – In recognition of individual rights to work in a safe, healthful and productive work place, 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:

- a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- b. 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. 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 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.

17. **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.
18. **Reserved.**
19. **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.

EPA Regulations – If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7401 et seq.); section 508 of the Clean Water Act (33 U.S.C. section 1251 et seq.); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]; and Environmental Protection Agency regulations (40 C.F.R.).

State Energy Conservation Clause – Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations (CCR), title 20, section 1401 et seq.).

20. **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.
21. **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 a termination under this provision, the County is entitled to pursue any available legal remedies.

22. **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.
23. **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.
24. **Licenses, Permits and/or Certifications** – Contractor 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 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.
25. **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.
26. **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.”
27. **Nondisclosure** – 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.

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.

28. **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.

29. **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.
30. **Participation Clause** – The County desires that Municipalities, School Districts, and other Tax Districts within San Bernardino County requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of this Contract with such governmental bodies as though they have been expressly identified in this Contract, with the provisions that:
- a. Such governmental body does not have and will not have in force any other contract for like purchases.
 - b. Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this Contract.

31. **Air, Water Pollution Control, Safety and Health** – Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, including fire clearances, which apply to the work performed pursuant to this Contract.
32. **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. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for further information.

Contractors expending \$750,000 or more in federal funds annually shall have a single audit or program specific audit performed. A copy of the audit shall be maintained as part of the program's fiscal records.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding payments for billings submitted and for termination of the Contract.

33. **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.
34. **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 Director of DAAS or their designee, and shall include County approved branding.

35. **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 San Bernardino County.
36. **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.
37. **Subcontracting** – Contractor agrees not to enter into any subcontracting contracts for work contemplated under the Contract without first obtaining written approval from the County and the Director of DAAS, through the HS Contracts Unit. Any subcontractor shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's contract.

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 Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraph 6 of this Section C.

For any subcontractor, Contractor shall:

- a. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- b. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- c. Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Contract Requirements and G. Insurance and Indemnification.

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.

38. **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.
39. **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.
40. **Time of the Essence** – Time is of the essence in performance of this Contract and of each of its provisions.

41. **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.
42. **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.
43. **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.
44. **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 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 (10) 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 (10) 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 (10) 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.

45. **Reserved.**

46. **Reserved.**

47. **Iran Contracting Act** – IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of an existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

48. **Reserved.**

49. **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) (California Civil Code sections 1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at California 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 California 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 California Civil Code section 1798.155(b).

50. **Vacancies** – Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.

51. **Complaint and Grievance Procedure** – Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.

Contractor will ensure that staff are knowledgeable on the San Bernardino County Client Complaint and Grievance Procedure/HS 39 (Attachment B) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.

52. **Contractor Board of Directors’ Meetings** – Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact the Contract. Board of Directors’ minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.

53. **Child Abuse Reporting** – Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
- a. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
 - b. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
 - c. Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.
54. **Elder and Dependent Adult Abuse Reporting** – Contractor agrees to and shall comply with the County's Elder and Dependent Adult Abuse Reporting requirements:
- a. **Who Must Report:** In accordance with Welfare and Institutions Code (W & I) Section 15630, all employees of the Contractor and its subcontractors are mandated reporters of elder and dependent adult abuse. Contractor assures all employees, agents, consultants or volunteers who perform services under this Contract and are mandated to report elder and dependent adult abuse will sign a statement (SOC 341A) at <http://www.cdss.ca.gov/cdssweb/entres/forms/English/SOC341A.pdf>, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
 - b. **When to Report:** Mandated reporters are required to report all instances of known or suspected abuse of the elderly and dependent adults immediately or as soon as practically possible, under the following circumstances:
 - 1) When the mandated reporter has observed or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse, or sexual abuse; or
 - 2) When the mandated reporter is told by an elder or dependent adult that he or she has experienced behavior constituting physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse, or sexual abuse.
 - c. **To Whom to Report:** Incidents of elder and dependent adult abuse must be reported to the correct agency as follows:
 - 1) If the abuse has occurred in a long-term care facility, except a state mental hospital or state developmental center, the report shall be made to the local Long-Term Care Ombudsman or local law enforcement;
 - 2) If the abuse has occurred in a state mental hospital or state developmental center, the report shall be made to the designated investigators of the State Department of Mental Health or the State Department of Developmental Services or to the local law enforcement;
 - 3) If the abuse occurred anywhere other than a long-term care facility or state mental hospital or state developmental center, the report shall be made to Adult Protective Services or local law enforcement.
 - d. **How to Report:** Mandated reporters are required to take the following steps in all instances of known or suspected abuse of the elderly and dependent adults:
 - 1) Place an immediate telephone call to Adult Protective services (1-877-565-2020) or local law enforcement to report the incident.

- 2) Within two (2) working days of making the telephonic report to the responsible agency, complete a written "Report of Suspected Dependent Adult/Elder Abuse" (SOC 341) form, <http://www.cdss.ca.gov/Portals/9/FMUForms/Q-T/SOC341.pdf?ver=2018-11-15-132736-097>. The completed form must be submitted to the same agency to which the incident was reported by telephone.
55. **Reserved.**
56. **Pro-Children Act of 1994** – Contractor will comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).
57. **Americans with Disabilities Act** – Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).
58. **Public Accessibility** – Contractor shall ensure that Services provided are accessible by public transportation.
59. **Certification of Postconsumer Material.** Contractor shall certify the following in writing: (1) The minimum percentage, if not the exact percentage, of postconsumer material in the paper products and printing and writing paper offered or sold to the County. The certification shall be furnished under penalty of perjury in a form and manner determined by the County. The County may waive the certification requirement if the percentage of postconsumer material in the paper products, printing and writing paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor Internet website; and (2) That the paper products and printing and writing paper offered or sold to the County is eligible to be labeled with an unqualified recyclable label as defined in 16 C.F.R. Section 260.12 as published January 1, 2013, which is hereby incorporated by reference.
60. **211 Registration** – Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within thirty (30) days of the Contract effective date and follow necessary procedures to be included in the 2-1-1 database. The Contractor shall notify the 2-1-1 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 2-1-1 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.
61. **Ownership Tools** – The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.
62. **Force Majeure** – Neither party shall be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.
63. **Order of Precedence** – In the event of any inconsistency between the terms of this Contract and any forms, attachments, statements of work (SOW), or specifications which may be incorporated into this Contract, the following order of precedence shall apply:

- a. This Contract;
 - b. Attachments to this Contract, as indicated herein; and
 - c. Price lists, SOWs, and other documents attached hereto or incorporated herein.
64. County discourages the purchase of equipment with funds received under this Contract. All equipment, materials, supplies or property of any kind (including publications and copyrights, etc.) which have a single unit cost of five hundred dollars (\$500) or more, including tax, purchased with funds received under the terms of this Contract and not fully consumed in one (1) year shall be the property of County and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County upon Contract termination.
65. **Supersedes Prior Agreements** – This Contract supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between the County and Contractor hereto with respect to the subject matter hereof. All such prior contracts, agreements and understandings are hereby terminated and deemed of no further force or effect.
66. **Executive Order N-6-22 Russian Sanctions** – On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.
67. **Campaign Contribution Disclosure (SB 1439)** – Contractor has disclosed to the County using Attachment G – Campaign Contribution Disclosure (AB 1439), whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors within the earlier of: (1) the date of the submission of Contractor’s rf 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 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 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.

D. TERM OF CONTRACT

1. This Contract is effective as of May 1, 2024 and expires June 30, 2025, but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be renegotiated and extended up to a maximum of three (3) additional one-year periods by mutual agreement of the parties contingent on the availability of funds and Contractor performance.

Renegotiation shall consider:

- a. Actual expenditures and service units.
- b. Current cost policy standards and changes in program requirements.
- c. Any cost increases to be reasonable and necessary.

2. The County may terminate the Contract immediately if the funds under Section F Paragraph 1 are not available to the County, and under the provisions of Section I, Paragraph 3, Item e, of the Contract, or as otherwise provided in this Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Executive Officer is authorized to exercise the County's rights with respect to any termination of this Contract.
3. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
4. 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.

E. COUNTY RESPONSIBILITIES

County shall:

1. Designate primary and back-up DAAS-PG/APS staff members as contacts for Contractor.
2. Assess At-Home clients using a standardized assessment tool.
3. Provide At-Home client referrals to Contractor who have been identified as having income.
4. Provide any information needed to assist the Contractor in providing clients with housing assistance.
5. Monitor and evaluate the performance of the Contractor in meeting the terms of the Contract and the quality and effectiveness of services provided based on the criteria as determined by the County.
6. Provide consultation and technical assistance in monitoring the terms of the Contract.
7. Compensate the Contractor for approved expenses in accordance with Contract provisions.
8. Negotiate modifications or revisions of service to assure that all necessary service/program requirements are covered.
9. Coordinate with the Contractor to establish implementation timelines and guidelines for Services provided in this Contract .
10. Meet with the Contractor on a regular basis to discuss potential issue(s) and suggestion(s) for resolution(s). Meetings may also be conducted for training and discussion purposes. Meeting frequency shall be determined after initial program implementation and shall be mutually agreed upon by both parties (monthly, quarterly, or periodically).

F. FISCAL PROVISIONS

1. The maximum amount of fee for service under this Contract shall not exceed \$1,000,000., and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
2. Invoices shall be issued with a net sixty (60) day payment term with corresponding SAP Contract and/or Purchase Order number stated on the invoice.

Invoices must be submitted monthly and are due within twenty (20) calendar days following the month of service, either electronically or by mail, to:

DAAS-PG/APS
Attn: APS Analyst
9445 Fairway View Place

Suite #110
Rancho Cucamonga, CA 91730

OR

Email Address: APSanalyst@hss.sbcounty.gov

See Sample Invoice (**Exhibit A**)

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.

3. 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.
4. 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.
5. 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.
6. 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.
7. Reserved.
8. Reserved.
9. Reserved.
10. The Contractor shall request a budget amendment, in writing, in advance of expenditures: 1) when aggregate expenditures are expected to exceed an approved budgeted line item by more than fifteen (15%) percent; or 2) to add a new budget line item. No budget revision may result in an increase of the maximum dollar amount stated in Paragraph 1 of this Section. The written request must specify the changes requested, by line item and amount, and must include justification. Prior to implementation of a budget revision, the County shall approve (or deny) the budget revision request. The County has the authority to approve line item budget changes to the budget herein, as long as these changes do not exceed the total contract amount. County shall notify the Contractor in writing of the status of the budget revision request within fourteen (14) calendar days of receipt of the Contractor's written request. The County reserves the right to deny the Contractor's invoice for expenditures in excess of the approved budgeted line item amount.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

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

existence or degree of fault of 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.

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.
3. **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. **Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. **Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. **Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage 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.
7. **Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. **Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. **Insurance Review** – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional

types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. **Insurance Specifications** – 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:

- a. 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.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury.
- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.

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

If the Contractor is transporting one (1) or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits.

OR

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.

OR

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

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.

- f. Reserved.
- g. 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.
- h. 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

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.
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. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.

3. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
4. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
5. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
6. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, contractors expending \$750,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8 for further information.
7. Reserved,
8. Reserved.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

1. In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level or performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
2. 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.
3. 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.
4. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

J. INFORMATION INTEGRITY AND SECURITY

1. Information Assets – The Contractor shall have in place operational policies, procedures, and practices to protect state information assets, i.e., public, confidential, sensitive and/or personal information as specified in State Administrative Manual 5300 to 5365.3, California Government Code section 11019.9, Information Security Program Management Standard SIMM 5305-A,

Department of Finance Budget Letter 06-34, and California Department of Aging (CDA) Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets include, but are not limited to:

- a. Information collected and/or accessed in the administration of the state programs and services.
- b. Information stored in any media form (paper or electronic).
2. Encryption on Portable Computing Devices – The Contractor is required to encrypt, or use an equally effective measure, any data collected under the Contract that is confidential, sensitive, and/or personal, including data stored on portable computing devices, including, but not limited to, laptops, personal digital assistants, and notebook computers, and/or portable electronic storage media, including, but not limited to, discs, thumb/flash drives, and portable hard drives.
3. Disclosure
 - a. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and state policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
 - b. “Identifying information” shall include, but is not limited to, name, identifying number, social security number, state Driver License or state identification number, financial account numbers, symbol, or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
 - c. The Contractor shall not, except as otherwise specifically authorized or required by this Contract or court order, disclose any identifying information obtained under the terms of this Contract to anyone other than DAAS-PG and/or CDA without prior written authorization from DAAS-PG or CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
4. Reserved.
5. Reserved.
6. Security Incident Reporting – A security incident occurs when CDA information assets are accessed, modified, destroyed, or disclosed without proper authorization or, are lost, or stolen. The Contractor must report all security incidents to DAAS-PG immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to DAAS-PG within five (5) business days of the date the incident was detected.
7. Notification of Security Breach to Data Subjects
 - a. Notice must be given by the Contractor or subcontractor to any data subject whose personal information could have been breached.
 - b. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary measures to restore system integrity are required.
 - c. Notice may be provided in writing, electronically, or by substitute notice in accordance with state law, regulation, or policy.
8. Software Maintenance – The Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which data collected under this Contract that is confidential, sensitive, and/or personal may be used.

K. EQUAL EMPLOYMENT/EMPLOYMENT DISCRIMINATION/CIVIL RIGHTS

1. Equal Employment Opportunity Program - Contractor agrees to comply with: the provisions of the San Bernardino County Equal Employment Opportunity Program and rules and regulations adopted pursuant thereto; Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as

amended by Executive Orders 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (42 U.S.C. section 2000(e), et seq.); Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000; the California Fair Employment and Housing Act (Cal. Gov. Code section 12900, et seq.); and other applicable federal, state, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County.

2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title 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.
3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County will supply a sample of the Plan format. The Contractor will be monitored by the County for compliance with provisions of its Civil Rights Plan. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement (Attachment C) annually.

Contractor shall recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 U.S.C. section 7(Section 3 of the Defense of Marriage Act)].

4. S.W.A.G. – The Contractor and its subcontractor vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get".
5. Bilingual and Linguistic Program Services
 - a. The Contractor shall take reasonable steps, based upon the linguistic needs of the service area to ensure that "alternative communication services" are available to non-English speaking or limited English proficiency (LEP) beneficiaries of services under this Contract. [2 CCR 11162].

- b. “Alternative communication services” include, but are not limited to, the provision of services and programs by means of the following:
 - 1) Interpreters or bilingual providers and provider staff.
 - 2) Contracts with interpreter services.
 - 3) Use of telephone interpreter lines.
 - 4) Sharing of language assistance materials and services with other providers.
 - 5) Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - 6) Referral to culturally and linguistically appropriate community service programs.
 - c. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor.
 Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement.
6. Equity – Contractor shall adhere to and participate in County efforts ensuring all individuals and communities have equal access and opportunity to health and wellbeing by providing culturally and linguistically appropriate services to all people of color and culture, age, disabilities, gender, sexual orientation or gender identity including people with limited English proficiency (LEP). Services provided must be respectful of and responsive to the cultural and linguistic needs of County residents.
- a. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible service population. Such studies are critical to designing and planning for providing appropriate, effective and equitable services.
 - b. Contractor shall partner with and support community partners in addressing disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services. Partnering includes opportunities for partners and community members to design, implement and evaluate practices, and services ensuring equity and cultural and linguistic appropriateness.
 - c. Contractor shall work with County to communicate and provide opportunities for individuals and communities of color and culture to provide feedback on progress and outcomes achieved to address disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services.
 - d. Contractor shall recruit, promote and support a culturally and linguistically diverse workforce that is responsive to and represents the population being served. This includes trained and competent bilingual staff.
 - e. Contractor shall provide training to enhance its workforce knowledge on cultural and linguistic competence. Becoming culturally and linguistically competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective health and human services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect quality of care and is not cost-effective.
 - f. To ensure equal access to quality care for diverse populations, Contractors providing health and health care services may adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.

- g. Upon request, Contractor will provide County Human Services evidence of adherence to requirements listed above.

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 by email, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Human Services- Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415
Facsimile: (909) 387-2900
Email: julie.west@hss.sbcounty.gov

Inland Housing Solutions
P.O. Box 239
Loma Linda, CA 92354
Facsimile: (909) 736-3545
Email: jeff@inlandhousingsolutions.org

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

M. ENTIRE AGREEMENT

1. 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.
2. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract 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

►

Dawn Rowe, Chair, 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
San Bernardino County

By _____
Deputy

Inland Housing Solutions

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

By ► _____
(Authorized signature - sign in blue ink)

Name Jeff Little
(Print or type name of person signing contract)

Title CEO
(Print or Type)

Dated: _____

Address P.O. Box 239
Loma Linda, CA 92354

FOR COUNTY USE ONLY

Approved as to Legal Form
►
Jacqueline Carey-Wilson, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
►
Patty Steven, Contracts Manager
Date _____

Reviewed/Approved by Department
►
Sharon Nevins, Director
Date _____

SCOPE OF WORK

Project Goals and Objectives:

The project goal is to safeguard the housing stability of approximately 216 Adult Protective Services (APS) clients per year, who are either homeless or at imminent risk of homelessness. To achieve this goal the nine (9) objectives are:

1. **Rapid Engagement:** Initiate contact and begin the housing navigation process within five (5) business days of receiving referrals from DAAS-PG At Home Social Service Practitioners.
2. **Personalized Housing Solutions:** Conduct comprehensive assessments to understand each client's unique housing preferences, mobility needs, and financial situation. Utilize this information to develop Individualized Housing Plans that guide the search for suitable interim and/or permanent housing within San Bernardino County.
3. **Financial Feasibility:** Ensure affordability by aligning rental costs with clients' incomes and HUD's Fair Market Rent guidelines, advocating for terms that do not exceed 80% of the household's monthly income.
4. **Barrier Mitigation:** Offer additional support and resources to clients facing significant barriers, such as mental health challenges, financial or credit history issues, or other impediments to housing stability.
5. **Rapid Housing Identification and Placement:** Utilize and grow the expansive network of over 1,350 property owners to identify and secure appropriate housing options swiftly.
6. **Collaboration and Coordination:** Work in close partnership with APS staff, family members, and community resources to assemble the necessary support for initial housing costs and smooth transitions into new living arrangements.
7. **Landlord Engagement:** Employ strategies for landlord recruitment and retention to expand housing opportunities, including offering landlord incentives and risk mitigation strategies when necessary.
8. **Comprehensive Reporting:** Maintain meticulous documentation and provide monthly reports to DAAS-PG, capturing all required data elements and highlighting our continuous efforts and successes in housing navigation.
9. **Client-Centered Support Services:** Deliver supportive services post-placement to enhance housing stability, including tenant advocacy, landlord-tenant mediation, and linkages to community resources.

Work Plan:**1. Service Bundle Integration and Personalization.**

Contractor shall Integrate tailored service bundles, ensuring a holistic and responsive approach to each client's needs. The plan unfolds as follows:

- **Service Bundle A: Housing Assessment and Plan.** Initiate engagement with a thorough outreach and assessment phase, understanding that securing the right documentation and identifying support needs is crucial for navigating the housing landscape. This step lays the groundwork for a personalized action plan, with an emphasis on swift and compassionate client service.
- **Service Bundle B: Resources Coordination and Accommodations.** Develop a housing support plan which crafts a pathway respecting the client's aspirations and circumstances. Whether it's short-term goals like securing identification documents or long-term objectives like overcoming housing stability barriers, guiding clients through each milestone.
- **Service Bundle C: Housing Search.** Identify housing matches that not only meet clients' preferences but also ensure their dignity and choice are upheld.
- **Service Bundle D: Move-In and Housing Retention.** Provide a month of dedicated support post-move-in, focused on stabilizing the client in their new home and community.

Based on the individualized needs identified in Service Bundle A, clients may receive a tailored combination of services ranging from just Service Bundles A and C to a full suite encompassing all four bundles.

2. Expedited Process and Coordination.

The following is a listing of the estimated time frame to provide services in each of the service bundles:

- Up to one(1) month for Service Bundle A: Housing Assessment and Plan
- Between two (2) – three (3) months for Service Bundle B: Resources and Accommodations
- Between one (1) – three (3) months for Service Bundle C: Housing Navigation
- Up to one (1) month for Service Bundle D: Move In-Requirements and Housing Retention

Contractor will strive to house At Home Clients within an optimal ninety (90)-day timeframe. However, recognizing the complexity of individual situations, should a client require services beyond this period, the Contractor will proactively collaborate with the DAAS-PG At Home Service Practitioner and the client to review and mutually agree upon any necessary extension beyond the ninety (90)-day plan.

3. Unit Acquisition Strategy.

Contractor will aggressively recruit and engage rental property owners and operators throughout San Bernardino County willing to rent to Clients in the Home Safe/At-Home Program. The Contractor's Housing Navigation team of real estate, property management, rental housing, and social service professionals will leverage their expertise to expand their portfolio of affordable rental housing opportunities portfolio by an estimated 216 additional units for the Home Safe/At-Home Program Clients which include shared housing options.

4. **Innovative Practices & Strategies.**

Data Safety and Security. Contractor will leverage innovative technology solutions for efficient program administration and real-time data management, ensuring that our approach remains agile and responsive to the dynamic needs of our clients. Contractor will ensure data safety, privacy, and efficient program management and documentation, and comply with DAAS-PG reporting requirements.

5. **Best Practices.**

Contractor will apply best practices to navigate and remove housing barriers for At Home Program Clients. These best practices include: Housing First, Harm Reduction, Progressive Engagement, Motivational Interviewing, and Trauma Informed Care. The services may involve additional coordination with other entities to ensure the individual has access to supports needed for successful tenancy such as County Health, Public Health, Substance Use, Mental Health, and Social Services Departments; County and City Housing Authorities; Continuums of Care and Coordinated Entry System; local legal service programs, other community-based organizations housing providers, local housing agencies and housing development agencies.

6. **Supportive Services Integration:** Service Bundle B is specially designed to provide pre-placement and post-placement support, addressing any barriers to housing stability. This includes enhancing financial literacy, connecting clients with health services, and offering employment support. For clients requiring rental subsidies to secure permanent housing, our services necessitate close coordination with local Coordinated Entry Systems, homeless services authorities, public housing authorities, and other operators of local rental subsidies.

7. **Tailored Housing Assessments & Housing Search:** Contractor will conduct individualized housing assessments. Service Bundle C is to understand each client's housing needs, preferences, and financial capabilities to secure the best housing options available. Contractor will utilize its extensive housing database and employ best practices such as the housing first model and advocate for housing solutions that align with clients' financial sustainability. This tailored assessment process is fundamental to providing client choice and ensuring long-term housing stability.

Detailed Plan of Activities:

The table below outlines the detailed plan of activities for the Housing Navigation Services:

Service Bundle	Duration	Service Bundle Plan of Activities
Service Bundle A: Housing Assessment and Plan	1 Month	Within 5 Business Days of receiving referral from DAAS-PG At Home Social Service Practitioner, conduct outreach to At Home Client.
		Schedule Time with At Home Client to Conduct Initial Intake
		Communication to DAAS-PG At Home Service Practitioner via meetings, emails, or phone calls, as needed for verification, screening, or any documentation needed to process intake of At Home Client
		Screen for the following three criteria: <ol style="list-style-type: none"> 1. Be an APS client or in the process of intake to APS. 2. Be homeless or at imminent risk of becoming homeless. 3. Voluntarily agree to participate in the program

		Complete Initial Intake Assessment to be used in developing an individualized housing support plan and determine if At Home Client is ready for Housing Navigation
		Identify other providers or services that may be needed to meet documentation requirements for Service Bundle C: Housing Navigation
		Completing VI-SPDAT (only as applicable)
Service Bundle B: Resources and Accommodations	2 - 3 Months	Verification of Services Needed to support At Home Client access to identified housing options.
		Developing an individualized housing support plan based upon the Initial Intake assessment findings; include short and long-term measurable goals for each issue and establish client's approach to meeting the goals to get them ready for Service Bundle C: Housing Navigation.
		Securing Additional Resources as Needed: Assist with accessing additional benefits and identification documentation, such as SSI eligibility and application process, CalFresh, cash aid, ID/birth certificate /immigration status/financial records/marriage/divorce records/proof of medical conditions, etc.
		Assist with coordinating emergency lodging as needed
		Assist difficult to place At Home Clients that may require more assistance due to existing barriers such as mental health, financial/credit history, pets, income, language, education, etc
		Coordinating Referrals/Accommodations
		If included in the housing support plan, making referrals to appropriate community agencies for assistance with housing deposits, moving costs, adaptive aids, environmental modifications, and other one-time expenses.
		Identifying and securing available resources to subsidize rent and match rental subsidy resources.

Service Bundle	Duration	Service Bundle Plan of Activities
Service Bundle C: Housing Search	1 - 3 Months	Schedule time with At Home Client to conduct a Housing Assessment to determine housing needs and priorities.
		Develop a Housing Needs Assessment and Individualized Housing Support Plan (if not already done)
		Conduct housing search and identification of potential matches based on At Home Client's Housing Assessment and Individualized Housing Support Plan. Ensure each potential unit's rent meets Department of Housing (HUD) Housing Quality Standards (HQS) requirements and rent meets local sub-market rents, but in no circumstance exceed 80% of household's monthly income or 100% of local area's Fair Market Rent established by the Department of Housing and Urban Development, whichever is less
		Discussing and presenting options including all relevant housing options (home, family, or other living arrangement, short-term, permanent supportive housing).
		Conducting meetings, phone calls, and/or site visits with client and other stakeholders as needed
		If housing is not available that meets member needs (physically, financially, or preference), may refer to internal Case Management or other community-based case management programs;
		If included in the housing support plan, making referrals to appropriate community agencies for assistance with housing deposits, moving costs, adaptive aids, environmental modifications, and other one-time expenses.
		When necessary and funding is available, provide/Arrange for assistance with various fees and deposits on behalf of the client (application, credit, pet, security, utility, etc.).
		Provide guidance and support with resolving landlord-tenant issues or concerns as they may arise while delivering emergency on-call tenant-landlord mediation when requested.
		Facilitate unit inspections to help expedite the lease-up process as applicable
		Assisting with completion of housing applications and obtaining required documentation.
Alert and communicate with the At Home Liaison of any mental health, landlord/tenant mediation needs, or other risk factors		

		Continuing to provide support and coordination as needed in accordance with the housing support plan.
Service Bundle D: Move-In and Housing Retention	1 month	Move-in Coordination and Confirming At Home Client has a housing arrangement and move-in date.
		Evaluating need and coordinating referrals for additional supports to arrange for environmental modifications that may address possible accommodations for accessibility.
		Coordination and ensuring completion of Housing Inspections
		Reviewing all agreements with member/family/other supportive individuals, such as lease agreements, housing rules (if applicable), behavioral expectations, tenant rights, expectations for continued financial responsibility, etc.
		Landlord/Community Engagement: Identifying needs for successful move and housing retention, which may include multiple phone calls, meetings, and possible in-person site visits to support development of positive relationships with the landlord.
		Coordinating and advocating for At Home Client needs/preferences with community partners, family members, and other Interdisciplinary Team (IDT) members as necessary.
		Supporting At Home Client with aspects of the move that may require additional assistance.
		Engaging landlord and providing education as needed.
		Transportation: Coordinating transportation for day-of-move as necessary or arrange transportation for At Home Clients to view units and meet landlords as necessary.
		Creating housing support crisis plan with member that enforces prevention/early intervention services to aid in housing retention.
		Evaluating need for continued ongoing support or linkage to additional services

Service Bundle	Duration	Service Bundle Plan of Activities
Service Bundle E: Ancillary Costs	As Needed	Staff Transportation
		Per Diems

Monthly Reporting Activities:

The Contractor will leverage technologies to provide monthly reports to DAAS-PG based on data elements determined and comply with utilizing the DAAS-PG developed spreadsheet to track such data and will submit each month by the tenth (10th) business day. Monthly reports will include:

- a. At Home Client names.
- b. Type(s) and number of housing unit(s) referred for each At Home Client, including numbers accepted and rejected by At Home Client.
- c. Number of housing applications submitted for each At Home Client including number accepted or denied.
- d. Number of At Home Clients housed.
- e. Number of At Home Clients unhoused and reason why (e.g., limited income, mental illness, etc.).
- f. Other information as identified by DAAS-PG.

Explanation of Meeting Program Considerations:

To address program considerations:

- **Financial Limitations:** Contractor will ensure that housing costs do not burden clients financially, adhering to the program's emphasis on affordability.
- **Time-Bound Services:** Contractor will work with clients for a minimum of thirty (30) days and up to ninety (90) days, seeking approval for any services beyond these limits.

- **Documentation and Reporting:** Maintaining rigorous documentation of all services and providing timely, detailed reports to DAAS-PG.

Milestones & Deliverables:

Program Milestones

- House approximately 216 additional units for the Home Safe/At-Home Program Clients.
- Provide Monthly Reporting on Program Status



COMPLAINT AND GRIEVANCE PROCEDURE

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

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

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

STEP ONE:

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

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

STEP TWO:

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

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

STEP THREE:

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

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

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

STEP FOUR:

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

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

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

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

..... Detach here

COMPLAINT AND GRIEVANCE PROCEDURE CERTIFICATION

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

Client Signature

Date



Human Services

PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

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

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

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

PRIMER PASO:

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

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

SEGUNDO PASO:

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

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

TERCER PASO:

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

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

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

CUARTO PASO:

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

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

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

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

..... **Separar aquí.**

CERTIFICACIÓN DEL PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

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

Firma del Cliente

Fecha



Human Services

COMPLAINT AND GRIEVANCE PROCEDURE

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

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

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

STEP ONE:

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

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

STEP TWO:

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

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

STEP THREE:

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

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

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

STEP FOUR:

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

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

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

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



Human Services

PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

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

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

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

PRIMER PASO:

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

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

SEGUNDO PASO:

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

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

TERCER PASO:

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

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

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

CUARTO PASO:

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

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

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

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

ASSURANCE OF COMPLIANCE STATEMENT

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

Inland Housing Solutions

NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.8, as amended; California Government Code section 12940 (c), (h), (i), and (j); California Government Code section 4450; California Code of Regulations sections 11140-11200; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVES ASSURANCE THAT, it will immediately take any measures necessary to effectuate this agreement.

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

BY ACCEPTING THIS ASSURANCE, the Agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

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

DATE

SIGNATURE

Inland Housing Solutions
ORGANIZATION

BUDGET

**INLAND HOUSING SOLUTIONS
PRICING SCHEDULE FOR HOUSING NAVIGATION SERVICES
FOR THE PERIOD: *May 1, 2024 – June 30, 2025***

CLIENT	COST CATEGORIES	COST
Home Safe at Home Client:	<u>Service Bundle A:</u> Housing Assessment and Plan	\$ 535.00
	<u>Service Bundle B:</u> Resources and Accommodations	\$ 1,605.00
	<u>Service Bundle C:</u> Housing Search	\$ 1,070.00
	<u>Service Bundle D:</u> Move-In and Housing Retention	\$ 535.00
	<u>Service Bundle E:</u> Ancillary Costs-Transportation, Per Diem	\$ 100.00
Total Cost Per Each Client Referral		\$ 3,845.00



ATTACHMENT E

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 County's decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding 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: Inland Housing Solutions

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: _____

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):

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

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months)
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

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 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: _____ N/A _____

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 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 while award of this Contract is being considered and for 12 months after a final decision by the County.

SAMPLE INVOICE (CONTINUED)

Inland Housing Solutions

HSN INVOICE COVER SHEET

Street Address
City, ST ZIP Code
Phone

DATE: _____
INVOICE # _____
PURCHASE ORDER # _____

Bill To:

County of San Bernardino
Department of Aging And Adult Services
9445 Fairway View Place, Suite 110
Rancho Cucamonga, CA 91730
APSanalyst@hss.sbcounty.gov

DESCRIPTION	AMOUNT
Dates of Service	Please Choose One
Housing Services Navigator Invoice	-
TOTAL	-

If you have any questions concerning this invoice,

Contact Name, Phone Number, Email

THANK YOU FOR YOUR BUSINESS!

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 03/2020)



In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:

ACKNOWLEDGE:

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/Agreement.

MEET THE FOLLOWING REQUIREMENTS:

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at https://aging.ca.gov/Information_security/ within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contractor/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in the contract.

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 03/2020)



CERTIFY:

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.

Meets the encryption requirements in Exhibit D Article 18:

- Is in full compliance with the 128 Encryption requirements.
- Is not in compliance with the 128 Encryption requirements and will achieve compliance by _____.

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.

Contractor/Vendor Printed Name and Title

Contractor/Vendor Signature

Date

CDA Program/Project

Contract Number