THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

**Contract Number** 



# **Office of Homeless Services**

Department Contract Representative Telephone Number	Marcus Dillard (909) 501-0644
Contractor	Inland Southern California 211+
Contractor Representative	Kimberly Starrs
Telephone Number	(909) 980-2857 ext. 220
Contract Term	June 18, 2025 - March 31, 2028
Original Contract Amount	\$3,584,750
Amendment Amount	N/A
Total Contract Amount	\$3,584,750
Cost Center	6210002503
Grant Number (if applicable)	

## IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, the Housing and Homelessness Incentive Program (HHIP) is a statewide voluntary incentive program administered by the California Department of Health Care Services ("DHCS") that enables health plans to earn one-time incentive funds for improving health outcomes and access to whole person care services by addressing homelessness and housing insecurity as social drivers of health and health disparities; and

**WHEREAS**, San Bernardino County ("County") through the Community Development and Housing Department ("CDH") has contracted with Inland Empire Health Plan ("IEHP"), a California Managed Care Plan ("MCP"), to fund eligible activities as specified in Contract No. 24-146, one of which is supporting and enhancing the Coordinated Entry System ("CES"); and,

**WHEREAS**, the County Office of Homeless Services ("OHS") is the designated Lead Agency for the San Bernardino City and County Continuum of Care ("SB CoC"); and

WHEREAS, Inland Southern California 211+ ("ISC 211+" or "Contractor") is the designated CES Lead Agency for the SB CoC; and

**WHEREAS,** CDH has entered into a Memorandum of Understanding ("MOU") with OHS to invest up to three million five hundred eighty-four thousand seven hundred fifty dollars (\$3,584,750) (the "HHIP Grant") for the support and enhancement of the CES; and

WHEREAS, Contractor desires to contract with the County to implement the CES Outreach and Response Expansion Project ("Project CORE"), an initiative that will expand and enhance the CES by establishing outreach and support teams tasked with targeting unhoused MCP and non-MCP members in underserved areas of the County; and

**WHEREAS**, IEHP and Molina have approved Project CORE as an investment that meets the criteria in the approved investment plan; and

**NOW, THEREFORE**, the County and Contractor mutually agree to the following terms and conditions:

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## **EXHIBITS**

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## **ATTACHMENT**

ATTACHMENT A - CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)

## A. DEFINITIONS

- A.1 **Case Management:** The coordination of community-based services by a professional team to provide people the quality health care that is customized accordingly to an individual's setbacks or persistent challenges and aid them to their recovery. In addition, it can be defined as a collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client's health and human service needs.
- A.2 CES Lead Agency: Refers to San Bernardino County's Coordinated Entry System Lead Agency responsible for facilitating the coordination and management of resources and services through the County's Coordinated Entry system.
- A.3 Continuum of Care (CoC): A group of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within a geographic area to promote community wide commitment to the goal of ending homelessness; rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homes individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.
- A.4 Coordinated Entry System (CES): A centralized or coordinated assessment system developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, and related requirements, designed to identify, assess and prioritize homeless individuals and families for housing and services based on vulnerability and severity of need. An effective CES ensures people experiencing homelessness receive the right housing intervention and prioritizes people who need supportive housing the most to be able to access it as quickly as possible.
- **A.5 Emergency Shelter:** Housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.
- **A.6 Homeless**: The same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that Section read on January 10, 2019.
- A.7 Homeless Management Information System (HMIS): A web-enabled database used by homeless service providers to capture information about the San Bernardino County persons they serve. The database tracks services provided to homeless individuals and families by the collaborative agencies. Services tracked include: emergency, transitional, and permanent housing bed usage, employment, veteran's status, as well as referrals to health and human service providers, or other relevant supportive service agencies. As required by the U.S. Department of Housing and Urban Development, the Continuum of Care utilizes the captured information to make informed decisions in planning, homeless advocacy, and policy development that result in target services. HMIS also includes that use of a comparable database by a victim services provider or legal services provider that is permitted under Part 576 of Title 24 of the Code of Federal Regulations.

- A.8. Housing and Homelessness Incentive Program (HHIP): A voluntary incentive program administered by the California Department of Health Care Services that allows health plans to earn incentive funds for making progress in addressing homelessness and housing insecurity and social determinants of health.
- A.9 Housing First: An approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry.
- A.10 Office of Homeless Services (OHS): The lead agency for the San Bernardino County Continuum of Care (SBC CoC). The SBC CoC coordinates services with the San Bernardino County Homeless Partnership consisting of community and faith-based organizations, educational institutions, non-profit organizations, private industry, and Federal, State and local governments.
- A.11 San Bernardino City and County Continuum of Care (SBC CoC): Provides leadership in creating a comprehensive countywide network of service delivery to homeless individuals and families and those at-risk of becoming homeless.
- **A.12 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 a separate contract with or on behalf of Contractor.

## B. CONTRACTOR RESPONSIBILITIES

- **B.1** The project description for services to be provided by Contractor under this Contract are identified in Exhibit A SCOPE OF WORK CES OUTREACH AND RESPONSE EXPANSION PROJECT (PROJECT CORE).
- **B.2** Contractor shall be in compliance with all applicable Federal, State, and local laws, required to perform this Contract. Contractor shall be required to repay the County in the event of non-compliance with any applicable law if the County is required to repay any amount of funds to the State as a result of Contractor's non-compliance.
- **B.3** Contractor and its Subcontractors shall perform the work in accordance with Federal, State and local housing and building codes, as applicable.
- B.4 Contractor shall be responsible to accomplish the levels of performance as set forth in EXHIBIT B PERFORMANCE MEASURES AND GOALS CES OUTREACH AND RESPONSE EXPANSION PROJECT (PROJECT CORE), and report such measures quarterly to the County with each quarterly expenditure report. The County will review Contractor's performance progress. If Contractor is not meeting performance measures and/or reporting requirements, the County will work with Contractor to identify strategies and remediate performance issues. Contractor will provide County expenditure reports and the County will review Contractor expenditures quarterly. If Contractor is not reporting expenditures quarterly and/or meeting the monthly budget obligation, the County will work with Contractor to identify strategies and remediate performance issues.

**B.5** Contractor's obligation to the County shall not end until all closeout requirements are completed. Activities during closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent funds, and accounts receivable to the County), and determining the custodianship of records.

## C. GENERAL CONTRACT REQUIREMENTS

#### C.1 Recitals

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

#### C.2 Contract Amendments

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

### C.3 Contract Assignability

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

### C.4 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.

#### C.5 Attorney's Fees and Costs

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

#### C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

#### C.7 Change of Address

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

### C.8 Choice of Law

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

## C.9 Compliance with County Policy

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

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

## C.10 Confidentiality

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

## C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. 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.

#### C.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.

## C.13 Damage to County Property

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

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such

repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

### C. 14 Debarment and Suspension

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

### C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive 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:

- **C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- **C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- **C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

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

#### C.16 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.

#### C.17 Employment Discrimination

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

relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

### C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created 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.

#### C.19 Improper Influence

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

#### C.20 Improper Consideration

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

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

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

#### C.21 Informal Dispute Resolution

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

#### C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically

made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

#### C.23 Licenses, Permits and/or Certifications

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

### C.24 Material Misstatement/Misrepresentation

If during the 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.

#### C.25 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".

#### C.26 Nondisclosure

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

#### C.27 Notice of Delays

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

#### C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

## C.29 RESERVED

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

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

#### C.31 Records

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

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

### C.32 Relationship of the Parties

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

### C.33 Release of Information

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

#### C.34 Representation of the County

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

#### C.35 Strict Performance

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

#### C.36 Subcontracting

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

For any subcontractor, Contractor shall:

- **36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- **36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- **36.3** 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.

#### C. 37 Subpoena

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

### C.38 Termination for Convenience

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

#### C.39 Time of the Essence

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

#### C.40 Venue

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

## C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

### C.42 Former County Administrative Officials

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

### C.43 Disclosure of Criminal and Civil Procedures

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

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

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

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

## C.44 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

## C.45 RESERVED

## C.46 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 existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

#### C.47 RESERVED

#### C.48 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

#### C.49 Executive Order N-6-22 Russia 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 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.

## C.50 Campaign Contribution Disclosure (SB 1439)

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

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

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

## D. TERM OF CONTRACT

This Contract is effective as of June 18, 2025, and expires March 31, 2028 but may be terminated earlier in accordance with provisions of this Contract.

## E. COUNTY RESPONSIBILITIES

- **E.1** County staff shall develop and maintain professional relationships and open communication with Contractor.
- **E.2** County shall monitor and evaluate Contractor performance on an ongoing basis and schedule periodic meetings with Contractor to discuss performance, problem areas, procedures, and recommend changes.
- **E.3** County shall provide consultation and technical assistance in monitoring the terms of the Contract.

## F. FISCAL PROVISIONS

- F.1 The maximum amount of *payment* under this Contract shall not exceed \$3,584,750 as budgeted in Exhibit C BUDGET 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.
- **F.2** Invoices shall be issued with a net sixty (60) day payment term with the corresponding Purchase Order number stated on the invoice.
- **F.3** 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.
- **F.4** 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.
- **F.5** 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.
- **F.6** 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.
- **F.7** 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.

## G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

## G.1 Indemnification

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

## G.2 Additional Insured

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

### G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

### G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or selfinsurance programs carried or administered by the County.

### G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

#### G.6 Proof of Coverage

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

#### G.7 Acceptability of Insurance Carrier

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

#### G.8 Deductibles and Self-Insured Retention

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

#### G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

#### G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

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

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

**G.11** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

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

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

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

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

**G.11.2** <u>Commercial/General Liability Insurance</u> – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.
- **G.11.3** <u>Automobile Liability Insurance</u> Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

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

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

- **G.11.4** <u>Umbrella Liability Insurance</u> An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- **G.11.5** <u>Professional Liability</u> 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

<u>Errors and Omissions Liability Insurance</u> – 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

<u>Directors and Officers Insurance</u> 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 state of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

## G.11.6 RESERVED

**G.11.7 Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000

covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

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

## H. RIGHT TO MONITOR AND AUDIT

- H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. The contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.
- **H.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

## I. CORRECTION OF PERFORMANCE DEFICIENCIES

- **I.1** Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- **1.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
  - b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
  - c. Withhold funds pending duration of the breach; and/or
  - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
  - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

## J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be

deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County Office of Homeless Services Attn: Marcus Dillard Chief of Homeless Services 560 E. Hospitality Lane, Suite 200 San Bernardino, CA 92415-0044 Inland Southern California 211+ Attn: Christopher Darbee Executive Director of Impact P.O. Box 1613, Riverside, CA 92502

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

### K. ENTIRE AGREEMENT

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

### L. ELECTRONIC SIGNATURES

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

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

SAN BERNARDINO COUNTY	INLAND SOUTHERN CALIFORNIA 211+
► Dawn Rowe, Chair, Board of Supervisors	By(Authorized signature - sign in blue ink)
Dated:	Name Kimberly Starrs
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD	President/CEO Title
Lynna Monell Clerk of the Board of Supervisors of the San Bernardino County	
By Deputy	Dated:
Doputy	Address P.O. Box 1613
	Riverside, CA 92502

#### FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
Suzanne Bryant, Deputy County Counsel	<u> </u>	► Marcus Dillard, Chief of Homeless Services
Date	Date	Date

## SCOPE OF WORK -CES OUTREACH AND RESPONSE EXPANSION PROJECT (PROJECT CORE)

## I. PROJECT CORE OUTREACH AND SUPPORT STAFF

Project CORE staff and their duties are as follows:

- Street Medicine Team: The Street Medicine Team will provide services in the field, including enrolling patients in Medi-Cal, delivering full-scope primary medical care, providing addiction counseling and medication-assisted treatment, offering psychiatric care including medication management, conducting laboratory testing, performing point-of-care ultrasonography, dispensing and delivering medications from pharmacies, and coordinating referrals to imaging and specialty care. The team will include:
  - Two (2) Physician Assistants
  - One (1) Clinical Support Partner
  - One (1) Supervisor Care Management
  - Two (2) Peer Navigators
  - One (1) Referral Coordinator
  - One (1) Supervising Medical Director
  - One (1) Psychiatric Consultant
- 2) Multidisciplinary Outreach Team: Six (6) Outreach Specialists who will conduct field outreach, complete VI-SPDAT assessments, enroll individuals into CES using HMIS. This team will also assist individuals with obtaining personal documentation necessary for housing placement. For households that are reluctant or initially refuse services, Outreach Specialists will continue engagement efforts to build rapport and encourage acceptance of services over time.
- CES Operators: Two (2) CES Operators stationed at the Riverside Call Center or remote and will provide support to the Multidisciplinary Outreach Team's housing placement efforts by processing submitted referrals and providing connections to appropriate resources.
- 4) **Part-Time Data Analyst**: One Part-Time Data Analyst will support CES performance tracking, data analysis, or reporting duties who will be stationed at the Riverside Call Center or remote.

## II. PROJECT CORE PRINCIPLES

1) Connections with Managed Care Plans

Project CORE will assist with enrolling non-MCP members into a health plan to take advantage of services provided by MCPs, including Enhanced Care Management (ECM) and Community Supports (CS).

#### 2) Person-Centered, Trauma-Informed, and Culturally Responsive

Project CORE will utilize a person-centered approach that seeks to identify and work from each person's strengths, resources, and support networks.

3) Housing Focused

Project CORE will adopt a Housing First approach and not impose preconditions, such as sobriety and project participation.

## 4) Emphasis on Safety and Reducing Harm

Project CORE will establish protocols to ensure the safety of all people seeking assistance, including participating in harm reduction principles, including non-judgmental, non-coercive provision of services.

## III. LOCATIONS

Project CORE activities will be targeted at areas in which such activities are not already currently covered by city or city-contracted outreach teams.

## SCOPE OF WORK -CES OUTREACH AND RESPONSE EXPANSION PROJECT (PROJECT CORE)

## IV. OUTREACH ACITIVITIES

Street Outreach activities are designed to meet the immediate needs of people experiencing homelessness in unsheltered locations by providing them with medical care and referrals, and connecting them with emergency shelter, interim or permanent housing. Component services generally consist of engagement, case management, emergency health and mental health services, and transportation.

The primary responsibility of the Outreach Specialist servicing unsheltered households experiencing homelessness is to transition their household into Housing Navigation services via the CES facilitated by Inland Southern California (ISC) 211+. Outreach Specialist must conduct a Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) and San Bernardino Universal Assessment upon first point of contact to place a household experiencing homelessness in the queue for a housing resource to become available via the CES. If the household experiencing homelessness does not consent to a VI-SPDAT assessment upon first point of contact, the Outreach Specialist must attempt and continue to attempt completion of a VI-SPDAT assessment on the following points of engagement(s).

Outreach Specialist must work in conjunction with their household experiencing homelessness and exercise the upmost transparency to their clientele in the following:

1) **Engagement:** Activities to locate, identify and build relationships with individuals or families living in unsheltered settings for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services.

## 1) How to Effectively Develop Rapport:

- i. Outreach Specialist must develop rapport at a pace determined by their clienteles' comfort level to provide effective service delivery. They can become successful by expressing empathy, actively listening, acknowledging emotions and tailoring your communication to fit the clientele's personal needs.
- ii. Communicate clearly, outline the roles and responsibilities of both the Outreach Specialist and household experiencing homelessness so that goals and expectations are clear from the start.
- iii. Be consistent and follow through on commitments to build mutual trust over time.
- iv. Ask open-ended questions to understand the other person's point of view and concerns.
- v. Find common ground and look for shared interests or goals to create a sense of familiarity and connection.
- vi. Stay self-aware, notice body language and adjust reactions to stay open and calm. Learn to recognize how and when clientele may become emotionally triggered so that you may remove yourself from the situation and present an opportunity to reengage with your clientele.
- 2) **Coordination:** Assessing housing and service needs, and arranging, coordinating, and monitoring the delivery of individualized services.
  - i. Initial Assessment of Personal Needs and Program Eligibility:
    - a. On the first point of contact, Outreach Specialist must first screen households experiencing homelessness to determine if eligibility threshold for services is met. If the eligibility threshold is met, must follow these steps below:

## SCOPE OF WORK -CES OUTREACH AND RESPONSE EXPANSION PROJECT (PROJECT CORE)

- b. Once household provides consent to receive services, Outreach Specialist must conduct a robust intake and complete their prospective program enrollment within the Homeless Management Information System (HMIS).
- c. All hard copies of intake/program enrollment forms to be uploaded to HMIS within the 'Files' section.
- ii. Navigating the CES:
  - a. Outreach Specialist must complete both the VI-SPDAT and San Bernardino Universal Assessment in HMIS to identify personal needs and place household in the CES Housing Queue for a permanent housing resource to become available. *Adverse Childhood Experiences (ACEs) assessment for youth and young adults aged 25 or younger are encouraged, but not required.*
  - b. Outreach specialists must ensure clientele are as ready as possible to be referred to the CES Housing Queue. This includes document readiness such as ID and Social Security Card in the client's possession, connected to a source of income, completed VI-SPDAT assessment, completed programmatic enrollment forms, and completed income and homeless verification forms.
  - c. Outreach Specialist must maintain active communication with their clienteles' prospective CES coordinator to ensure a referral can be complete.
  - d. All services are to be tracked and logged in the 'Services' section of HMIS.
- iii. Personal Identification Readiness:
  - a. Outreach Specialist must ensure households experiencing homelessness have a valid California State ID, Social Security Card, and Birth Certificate. If client doesn't possess these items, then follow-up should be conducted during the case management process with the referral agency.
  - b. All personal identification must be uploaded to HMIS within the 'Files' section.
- iv. Helping Obtain Federal, State, and Local Benefits:
  - a. Outreach Specialist must ensure their clientele are connected to and receiving all cash-aid and non-cash-aid benefits to which they are eligible. This includes, but is not limited to: CalFresh (food assistance), Medi-Cal/Medicare/Medicaid (health insurance), CalWORKs (cash assistance for families), General Assistance (cash aid for adults), Refugee Case Assistance, Supplemental Security Income (for disabled or elderly individuals with low income), and other benefits that address and reduce the socioeconomic hardships faced by the household experiencing homelessness.
  - b. All benefit award letters and benefit card(s) must be uploaded to HMIS within the 'Files' section.
- v. Developing an Individualized Service Plan:
  - a. Outreach Specialist must develop an individualized service plan that best meets the needs of their clientele by coordinating and connecting clientele to the appropriate provider(s) with referrals and warm introductions/hand-offs to additional providers. Referrals include but are not limited to: workforce development, healthcare connectivity, cash-aid and non-cash-aid benefits, housing assistance and placement, substance use treatment, mental health counseling, supportive care such as assisted living, skilled nursing facilities, etc., childcare, wellness activities (physical or mental), financial literacy/ preparedness, legal aid, counseling, and other services that address socioeconomic disparities to alleviate homelessness.
  - b. Outreach Specialist should honor consumer choice and autonomy in households

## SCOPE OF WORK -CES OUTREACH AND RESPONSE EXPANSION PROJECT (PROJECT CORE)

determining their service pathway.

- c. All services to be tracked and logged in the 'Services' section of HMIS.
- vi. Monitoring and Evaluating Participant Progress:
  - a. Months 1-3:
    - ✓ ALL intake, programmatic enrollment forms, and releases of information completed/uploaded to HMIS
    - ✓ ALL IDs, Social Security Cards, and benefit award letters or benefit identification cards uploaded to HMIS
    - ✓ ALL assessments completed: VI-SPDAT, San Bernardino Universal Assessment and Current Living Situation in HMIS
    - ✓ Referral submitted to CES Housing Queue
    - Referral(s) submitted to appropriate agencies within the San Bernardino County Continuum of Care to address socioeconomic disparities (interim housing referral takes priority and should be one of the first referrals submitted)
    - ✓ Applying to either part-time or full-time employment, and employment commences within month 2-3 (case by case assuming household is ablebodied)
    - ✓ Case notes in HMIS for every point of contact and service identification and connection
  - b. Month 3-6:
    - Receiving Housing Navigation Services facilitated by the CES Housing Queue, permanent housing unit search begins (ALL parties, clientele and case worker, are responsible for this item)
    - ✓ Clientele should have been placed in interim housing site by this point
    - ✓ Clientele should be receiving all benefits to which they are eligible by this point
    - ✓ Continued employment (if able-bodied)
    - ✓ Continued resource identification and connection
    - ✓ Continued street outreach services (even if housed temporarily)
    - $\checkmark$  Case notes in HMIS for every point of contact and service identification and connection
  - c. Month 6-9:
    - ✓ Continued employment (if able-bodied)
    - ✓ Continued resource identification and connection
    - ✓ Continued street outreach services (even if housed temporarily)
    - ✓ Continued permanent housing unit search
    - ✓ Case notes in HMIS for every point of contact and service identification and connection
  - d. Month 9-12:
    - Permanent housing unit has been identified, with ongoing subsidy, or not (will vary case by case)
    - $\checkmark$  The move-in transition begins.
    - Clients are successfully housed and no longer requires street outreach services.

## SCOPE OF WORK -CES OUTREACH AND RESPONSE EXPANSION PROJECT (PROJECT CORE)

- ✓ Case notes in HMIS for every point of contact and service identification and connection
- 3) **Transportation:** Travel by outreach workers, social workers, medical professionals, can coordinate transportation for the clients.
- 4) Services for Special Populations and Cultural Competency: Consider special populations when conducting street outreach service delivery. If you are not equipped to serve the household in which you contacted due to lack of cultural competency, consider a referral to a provider that is better suited to address the personal needs of your client. This should be determined during the screening process, with a referral submitted to the appropriate provider within 3 business days.

## V. 211 OPERATORS – COORDINATED ENTRY SYSTEM (CES)

ISC 211+ CES Operators will be responsible for receiving referrals from the Housing Queue submitted by the Multidisciplinary Outreach Team.

If referrals submitted suffice to permanent housing eligibility standards, CES must link clientele to permanent housing resource.

If referrals submitted do not meet permanent housing eligibility standards, CES must send the referral back to the Multidisciplinary Outreach Team with missing components to be resubmitted for completion.

Given the current climate of housing supply and affordability, CES will have the ability to exercise their discretion in sourcing permanent housing resources. Ideally, this should not take longer than two months.

## EXHIBIT B

## PERFORMANCE MEASURES AND GOALS -CES OUTREACH AND RESPONSE EXPANSION PROJECT (PROJECT CORE)

## A. SERVICE DELIVERY METRICS

Inland Southern California 211 + will track the following service delivery metrics:

- 1) # of individuals that have health insurance
- 2) # of individuals enrolled into an MCP
- 3) # of MCP members that are "document ready" (those that have adequate personal documentation to be placed into CES community queue)
- 4) # of MCP members connected to the CES
- 5) # of MCP members experiencing homelessness referred to at least one of the following housing related Community Supports:
  - Housing Transition Navigation
  - Housing Deposits

• Recuperative Care

• Day Habilitation Programs

- Short-Term Post-Hospitalization Housing
- Housing Tenancy and Sustaining Services
- 6) # of MCP members temporarily housed
- 7) # of MCP members permanently housed
- 8) # of MCP members employed
- 9) # of MCP members moved in with family and/or friends (temp and perm)
- 10) # of MCP members living unsheltered
- 11) # of MCP members accessing the Arrowhead Regional Medical Center (ARMC) Emergency Room
- 12) # of MCP members with an increase in income and/or mainstream benefits

## **B. PERFORMANCE DELIVERY METRICS**

ISCUW 211+ will meet the following performance metrics to ensure the successful delivery of services. These metrics are aligned with program goals and will guide the assessment of service effectiveness.

- 1) **Percentage of Clients Offered Connections to Primary Care**: 100% of MCP members will be offered connections to primary care.
- Number of Successful Healthcare Enrollments: 80% of eligible MCP members will successfully enroll in healthcare services.
- 3) Members Receiving Housing-Related Community Supports A minimum of 250 MCP members per year will receive housing-related community support.
- 4) Number of Individuals Permanently Housed through Permanent Supportive Housing & Rapid Rehousing

Increase the number of MCP members (individuals or households) permanently housed through Permanent Supportive Housing by 50 & Rapid Rehousing housing types in CES by 62 annually through the contract period.

5) Flow of Individuals from the CES Outreach Queue to the CES Community Queue Increase the number of MCP members (individuals or households) who will flow from the CES outreach queue to the CES community queue by 250 through the contract period.

## 6) MCP Members added to the Community Queue

Increase the number of people added to the CES community queue in HMIS, to 250 annually through the contract period.

## EXHIBIT B

## PERFORMANCE MEASURES AND GOALS -CES OUTREACH AND RESPONSE EXPANSION PROJECT (PROJECT CORE)

## C. COMPLIANCE REQUIREMENTS

ISC 211+ will adhere to the following compliance requirements to ensure proper documentation, quality assurance, and continuous improvement.

### 1) **Program Documentation**

- Maintain detailed client files.
- Document service delivery for each client.
- Maintain staff training records.
- Keep updated policies and procedures to reflect current practices and legal requirements.

#### 2) **Quality Assurance**

- Conduct regular file audits to ensure accuracy and completeness of client records.
- Collect and review client satisfaction surveys to assess service quality.
- Perform periodic program outcome reviews to ensure the program is meeting its objectives.
- Implement continuous quality improvement plans based on feedback and performance evaluations.

## EXHIBIT C

## BUDGET -CES OUTREACH AND RESPONSE EXPANSION PROJECT (PROJECT CORE)

	Amount Per Year	# of Staff	2025-26	2026-27 (5% ↑)	2027-28 (5% ↑)	Total
CES Operators	\$52,000	2	\$104,000	\$109,200	\$114,660	\$327,860
Street Medicine Team	\$480,00 0	-	\$480,000	\$504,000	\$529,200	\$1,513,200
Multidisciplinary Outreach Team	\$52,000	6	\$416,000	\$436,800	\$458,640	\$1,311,440
Transportation	\$392,25 0	-	\$130,750.0 0	\$130,750.0 0	\$130,750.0 0	\$392,250
Part-Time Data Analyst	\$40,000	1	\$13,333.33	\$13,333.33	\$13,333.33	\$40,000
						\$3,584,750



# ATTACHMENT A Campaign Contribution Disclosure (SB 1439)

## DEFINITIONS

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

<u>Agent:</u> 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.

<u>Otherwise related entity</u>: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary 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.

<u>Parent-Subsidiary Relationship</u>: 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 Southern California 211+
- 2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes  $\Box$  If yes, skip Question Nos. 3-4 and go to Question No. 5 No  $\Box$ 

- 3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, <u>if</u> the individual actively supports the matter <u>and</u> 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

6. Name of agent(s) of Contractor:

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

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)

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 <u>and</u> (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

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

No  $\Box$  If **no**, please skip Question No. 10.

Yes  $\Box$  If **yes**, please continue to complete this form.

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

Name of Contributor:

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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

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