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Contract Number

22-374

SAP Number

N/A

Department of Behavioral Health

Department Contract Representative	<u>Tammi Phillips</u>
Telephone Number	<u>909-388-0860</u>
Contractor	<u>Housing Authority of the County of San Bernardino</u>
Contractor Representative	<u>Maria Razo</u>
Telephone Number	<u>909-890-0644</u>
Contract Term	<u>July 1, 2022 through June 30, 2027</u>
Original Contract Amount	<u>N/A</u>
Amendment Amount	<u></u>
Total Contract Amount	<u>N/A</u>
Cost Center	<u></u>

Briefly describe the general nature of the contract:

Non-Financial Memorandum of Understanding, effective July 1, 2022, between the Housing Authority of the County of San Bernardino and the San Bernardino County Department of Behavioral Health for the Veterans Housing Program, for the period of July 1, 2022 through June 30, 2027.

FOR COUNTY USE ONLY

Approved as to Legal Form

Dawn Martin
8FD744A7697047B...

Dawn Martin, Deputy County Counsel
 4/28/2022

Date

Reviewed for Contract Compliance

DocuSigned by:

Natalie Kessee
4AA4DEA056D0425...

Natalie Kessee, Contracts Manager
 4/28/2022

Date

Reviewed/Approved by Department

DocuSigned by:

Dr. Georgina Yoshioka, Interim Director
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Georgina Yoshioka, Interim Director

Date 5/3/2022

**MEMORANDUM OF UNDERSTANDING
Between**

**San Bernardino County Department of Behavioral Health (DBH)
and
Housing Authority of the County of San Bernardino (HACSB)
for the
Veteran Housing Initiative Program**

July 1, 2022 – June 30, 2027

WHEREAS, the San Bernardino County Department of Behavioral Health, hereafter referred to as DBH, provides mental health and substance use disorder services to individuals and their families in need of permanent housing in San Bernardino County; and

WHEREAS, the Housing Authority of the County of San Bernardino, hereafter referred to as HACSB, provides permanent housing subsidies to homeless individuals and families through the Veteran Housing Initiative Program who are also in need of supportive services; and

WHEREAS, HACSB agrees to work with the DBH and local veterans' services providers in identifying eligible families to access subsidized units within the Veteran Housing Initiative Program, and in return DBH agrees to provide case management services to all eligible participants in the Veteran Housing Initiative Program; and

WHEREAS, HACSB and DBH desire an agreement for the purpose of defining their respective roles in both providing housing units and case management services to participants in the Veteran Housing Initiative Program in order to achieve and maintain an enriched quality of life; and

NOW THEREFORE, DBH and HACSB mutually agree to the following terms and conditions:

TABLE OF CONTENTS

I.	PURPOSE	3
II.	DEFINITIONS	3
III.	HACSB SERVICE RESPONSIBILITIES.....	6
IV.	HACSB GENERAL RESPONSIBILITIES	7
V.	DBH RESPONSIBILITIES	8
VI.	MUTUAL RESPONSIBILITIES	10
VII.	FISCAL PROVISIONS.....	11
VIII.	RIGHT TO MONITOR AND AUDIT	11
IX.	TERM	11
X.	EARLY TERMINATION	12
XI.	INDEMNIFICATION	12
XII.	GENERAL PROVISIONS.....	12
XIII.	CONCLUSION	13

I. PURPOSE

The Veteran Housing Initiative Program, administered by the HACSB, provides permanent housing subsidies with supportive services to homeless veteran single person households and homeless veterans and their families who are residents of San Bernardino County. Twelve (12) permanent housing units are available through the Veteran Housing Initiative Program. In exchange for case management services, HACSB will work with DBH, Substance Use Disorder and Recovery Services (SUDRS) Administration, and other veteran's services agencies, in identifying eligible individuals and families to access up to twelve (12) subsidized units within the Veteran Housing Initiative Program. DBH will provide intensive case management services and referrals for behavioral health services to support the long-term stability of the households. Based on the need, DBH will provide six (6) months or more of case management services per household unit in the Veterans Housing Initiative Program. Referrals to the Veteran Housing Initiative Program will be made by the HACSB, recognized veterans' services agencies, and DBH. Participants must meet the definition of homeless as defined by the U.S. Department of Housing and Urban Development (HUD) as individuals and are families who lack a fixed, regular, and adequate nighttime residence.

II. DEFINITIONS

- A. Definition of May, Shall, and Should. Whenever in this document the words "may", "shall", and "should" are used, the following definitions shall apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.
- B. Administrative Plan: Policy manual that details rules and policies that govern the voucher programs under the HACSB.
- C. Authorization for Release of Protected Health Information (PHI): A HIPAA compliant authorization signed by the client or client's legal representative, authorizing DBH to release the client's information to a designated recipient. This form must be completed thoroughly with specified records to be shared, a designated time frame and expiration date, as well as a signature by the DBH client or his/her legal representative. If the form is signed by a legal representative, proof from the court system designating legal representation must accompany the request.
- D. Barriers: Temporary or long-term personal or other problems/issues that interfere with participation, employment, or job search.
- E. Case Plan: A comprehensive plan developed by DBH staff with the participant to assist the individual/family in resolving the identified situation, barriers or crisis involving behavioral health, employment, education and housing stability needs.
- F. Counseling: Advice and support that is given to people to help them experience relief from emotional distress and assist them in reaching their goals for a happier life.
 - 1. Individual Counseling: One-on-one counseling.
 - 2. Group Counseling: Counseling in a group setting that offers opportunities to work on necessary issues.
- G. Department of Behavioral Health (DBH): The San Bernardino County Department of Behavioral Health, under state law, provides mental health and substance use disorder treatment services to County residents. In order to maintain a continuum of care, DBH operates or contracts for the provision of prevention and early intervention services, 24-hour care, day treatment outpatient services, case management, and crisis and referral services.

Community services are provided in all major County metropolitan areas and are readily accessible to County residents.

- H. Department of Housing and Urban Development (HUD): The Department of Housing and Urban Development is responsible for national policy and programs that address America's housing needs that improve and develop the Nation's communities and enforce fair housing laws.
- I. Episode: The period that a case is open. If a participant exits treatment, the case is closed, and that episode ends. When a participant returns, a new episode of treatment occurs with a new opening date. Episode tracking is a state data requirement.
- J. Family: Is used interchangeably with "applicant", "participant" or "consumer."
- K. Family Obligations Agreement: Contract between the eligible participant and the HACSB that details the requirements, rules, policies, and responsibilities for participation in the program. A contract signed by the eligible participant with HACSB does not preclude or override any requirements made by DBH, or contained in the landlord/tenant lease
- L. Health Insurance Portability and Accountability Act (HIPAA): A federal law designed to improve portability and continuity of health insurance coverage in the group and individual markets, to combat waste, fraud, and abuse in health insurance and health care delivery, to promote the use of medical savings accounts, to improve access to long-term care services and coverage, to simplify the administration of health insurance, and for other purposes.
- M. Housing Authority of the County of San Bernardino (HACSB): The Housing Authority of the County of San Bernardino is one of the most progressive housing authorities in the Country and also the largest provider of affordable housing in San Bernardino County.
- N. Landlord: An individual, firm, corporation, partnership, HACSB or similar entity; or a designated property manager that holds title to the housing that receives funding through rental subsidies on behalf of this program.
- O. Mental Health Treatment Services: Services include timely and consistent assessment; defined and time-limited treatment that removes mental health as a barrier to employment; effective communication regarding participation in treatment; quality assurance monitoring to ensure the appropriate level and timeliness of care and quality of services; ongoing support for continued employment and electronic tracking of all services.
 - 1. Behavioral Health Assessment: An evaluation to identify the level of a participant's behavioral health needs or conditions that limit ability to work and the appropriate level of treatment and/or rehabilitation for the participant. It may include a clinical analysis of the history and current status of the participant's mental, emotional, or behavioral disorder.
 - 2. Outpatient Services: Participant is provided group counseling sessions weekly and ongoing individual counseling sessions. Participant is provided case management services to access and monitor needed behavioral health and/or community services.
 - 3. Crisis Intervention: A rapid response service enabling the participant to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible.
- P. MOU: Memorandum of Understanding is a document describing an agreement between parties.

- Q. Personally Identifiable Information (PII): PII is information that can be used alone or in conjunction with other personal or identifying information, which is linked or linkable to a specific individual. This includes: name, social security number, date of birth, address, driver's license, photo identification, other identifying number (case number, client index number, medical record number, etc.).
- R. Protected Health Information (PHI): PHI is *individually identifiable health information* held or transmitted by a covered entity or its business associate, in any form or media, whether electronic, paper or oral. Individually identifiable information is information, including demographic data, that relates to the individual's past, present or future physical or mental health or condition; the provision of health care to the individual; or the past, present, or future payment for the provision of health care to the individual, and identifies the individual or for which there is reasonable basis to believe it can be used to identify the individual. PHI excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; in records described at 20 U.S.C. 1232g(a)(4)(B)(iv); in employment records held by a covered entity in its role as employer; and regarding a person who has been deceased for more than fifty (50) years.
- S. 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.
- T. Substance Use Disorder (SUD): Substance Use Disorder includes substance use and substance dependence. Substance use is a maladaptive pattern of substance use manifested by recurrent and significant adverse consequences related to the repeated use of substances. Substance dependence is a cluster of cognitive, behavioral, and physiological symptoms indicating that an individual continues use of substances despite significant substance related problems. Substance Use Disorder Services is the provision of services to prevent or reduce the harm of alcohol and other drugs throughout San Bernardino County through community action, education, support, and collaboration.
1. Outpatient Services: Non-residential substance use disorder services in which a participant is provided a minimum of two group counseling sessions a week and one individual counseling session per 30-day period. Outpatient services are designed to provide a substance free environment with structure and supervision to further a participant's ability to improve his/her level of functioning.
 2. Residential Services: Substance use disorder services that are provided to residents at a program which is maintained and operated to provide 24 hour, residential, non-medical, substance use disorder recovery or treatment services. Services are provided in a substance free environment and support recovery or treatment for substance use disorder related problems. Services are provided by program-designated personnel and may include the following elements: withdrawal management (detoxification), recovery/treatment planning, educational sessions, social/recreational activities, individual and group counseling sessions, family and parenting education, case management, customer file review, relapse prevention and information about and assistance in obtaining health, social, vocational, and other community services.

- U. Substance Use Disorder and Recovery Services (SUDRS): The term "SUDRS" refers to San Bernardino County Department of Behavioral Health – Substance Use Disorder and Recovery Services.
- V. Substance Use Disorder Treatment Services: Services include timely and consistent assessment, defined and time-limited treatment that removes substance use as a barrier to employment, effective communication regarding participation in treatment, quality assurance monitoring to ensure the appropriate level and timeliness of care and quality of services, ongoing support for continued employment, and recovery from substance use disorders; and electronic tracking of all services.
- W. Supportive Housing: Permanent housing programs in which participants receive subsidized affordable housing services, through either DBH or HACSB, and other case management, self-sufficiency and career development support to help participants maintain their residency and improve self-sufficiency.
- X. Target Population: Eligible homeless veteran single person households and homeless veterans and their families.
- Y. Unsubsidized Employment: Direct employment without a subsidy wherein the wage is paid entirely by the employer.
- Z. Veteran Housing Initiative Program: Provides permanent housing subsidies to homeless individual veteran households and homeless veteran families who are residents of San Bernardino County. The Veteran Housing Initiative Program aims to end veteran homelessness. The program will help resolve extremely critical needs of veterans in the county by offering project-based voucher rental subsidies to veteran households who are identified as eligible by the Housing Authority. Eligible veteran households must be homeless at time of application. Homeless is defined as:
 - Individuals and families who lack a fixed, regular, and adequate nighttime residence and can provide verification that their nighttime residence is:
 - A supervised publicly or privately-operated shelter designed to provide temporary living accommodation (including welfare hotels, congregate shelters, and transitional housing for mentally ill); or
 - A public or private place that provides temporary residence for individuals intended to be institutionalized (not incarcerated); or
 - A public or private place not designed for, or ordinarily used as, regular sleeping accommodations for human beings.

III. HACSB SERVICE RESPONSIBILITIES

- A. Provide housing services, as described in Subsection D below, to qualified applicants who are County residents. Services will be provided through the HACSB offices located in San Bernardino, Upland and Victorville or at other non-HACSB sites as needed to accommodate the veteran.
- B. Refer all families participating in the Veteran Housing Initiative Program to DBH for case management services based on the level of participant need.
- C. Maintain Authorization for Release of Protected Health Information (PHI) for each participant in the program to ensure one communication between DBH and HACSB.

- D. Provide housing services that include: screening eligibility and verification of applications, criminal background checks, orientation screenings, issuance of Family Obligations Agreement, initial and regular housing inspections, determination of rents, payments to the landlord, landlord responsibilities and responding to complaints and appeals regarding housing services.
- E. Screen applicants and ensure individuals meet the qualifications as outlined in the Housing Services Program Administrative Plan.
- F. Notify the applicant of acceptance into the program and coordinate initial contact with DBH. Conduct orientation meetings to provide instructions to applicants on policies, the Family Obligations Agreement, and to outline applicant's rental responsibilities.
- G. To the extent permitted by law, facilitate regular case conference meetings with DBH and service providers to discuss identification of barriers to productive treatment, mutual problem solving, and future planning.
- H. Immediately notify DBH Office of Compliance of any suspected or actual breach of confidential information at the address below:

DBH Office of Compliance
303 East Vanderbilt Way
San Bernardino, CA 92415-0026

- I. Inform applicants of the benefits in participating in the Veteran Housing Initiative Program activities. Participants that do not participate may jeopardize their opportunity to successfully maintain ongoing housing assistance.
- J. Client Privacy
 - 1. Review applicable DBH policies, procedures, and/or requirements and assure any assigned staff required to perform services under this Agreement adhere to said policies, procedures, and requirements. This may include, but is not limited to policies, laws and regulations pertaining to protection of client privacy and appropriate safeguarding measures.
 - 2. Should HACSB require the need to obtain PHI of a DBH client, HACSB must follow appropriate methods of obtaining authorization to access PHI. This includes through a valid court order or subpoena or a signed Authorization for Release of PHI (this form can be obtained by DBH and is located on the DBH website forms index).

IV. HACSB GENERAL RESPONSIBILITIES

- A. Without the prior written consent of DBH, this MOU is not assignable by HACSB either in whole or in part.
- B. HACSB will maintain all records and books pertaining to the delivery of services under this MOU and demonstrate accountability for MOU performance. Said records shall be kept and maintained within HACSB. DBH shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.
- C. HACSB shall adhere to mutually developed complaint/grievance procedures with regard to participant satisfaction. Grievance procedures shall be clearly defined in HACSB's Housing Services Administrative Plan in accordance with HUD Code of Federal Regulations. HACSB shall provide a system, approved by DBH, through which participants of service will have the

opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and available to all participants.

- D. HACSB shall exercise reasonable diligence to protect from unauthorized use or disclosure names and other identifying information concerning participants receiving services pursuant to this MOU, except for statistical information not identifying any participant. HACSB shall not use or disclose any identifying information for any other purpose other than carrying out HACSB obligations under this MOU, except as may be otherwise required by law. This provision will remain in force even after the termination of the MOU.
- E. HACSB shall obtain and complete required documents as well as maintain satisfactory performance as outlined herein for the period of this MOU defined in Section IX.

V. DBH RESPONSIBILITIES

- A. Provide 1.0 FTE Social Worker II to provide intensive case management services to Veteran Housing Initiative Program individuals and families that are experiencing an identified situation or crisis that may include:
 - 1. Homelessness
 - 2. Untreated or undertreated behavioral needs, including mental health or substance use disorder needs
- B. Based on the need, DBH will provide an average of six (6) months case management services per family unit to assist in identifying and removing barriers to families successfully becoming employed, housed or educated to the level needed to achieve self-sufficiency.
- C. Ensure individuals and families receive appropriate behavioral health services and other services as needed either by direct service from a County clinic/program, referral to a contracted community based organization or through linkages to other social services. Services shall include, but are not limited to:
 - 1. Mental Health Services and/or Treatment
 - 2. Substance Use Disorder Services and/or Treatment
 - 3. Domestic Violence Shelters
- D. Ensure participants who are homeless receive counseling for any underlying issues related to homelessness as determined on a case-by-case basis by DBH staff.
- E. Accept referrals from HACSB for behavioral health evaluations and treatment.
- F. Develop a case plan for all program participants.
- G. Obtain a Health Insurance Portability and Accountability Act (HIPAA) compliant authorization to release information for each referred participant prior to any discussions with HACSB on participant's progress in case plan.
- H. Provide or arrange for transportation on a case-by-case basis for participants to attend appointments and utilize resources as outlined in the participants' case plan.
- I. Provide case management services to all referred participants. The referrals for case management services include the provision of services for all members of the family unit. Services include on-going assessments, referrals for services, the development of a plan and timeline that documents the participant's progress. Case management duties are as follows:

1. Frequent and on-going contact with each individual/family, ranging from daily to weekly, depending on level of need and progress, via phone and/or in-person, to determine the effectiveness of services provided to participating individuals and family members, as determined by DBH staff.
 2. Assess the stability of the household's living situation, physical and emotional health and safety.
 3. Assess weekly progress toward Case Plan goals and make necessary changes to improve the household's success in meeting these goals.
 4. Provide appropriate referrals for services needed to assist the family.
 5. Monitor each household's progress toward making the necessary changes to improve the situation or crisis.
 6. Participate in case coordination meetings with the HACSB.
 7. Provide training to HACSB tenants regarding tenant responsibilities, good neighbor policy and household budgeting.
 8. Provide group house meetings and workshop activities.
 9. Make every effort, including home visits, to engage individuals and families who are not making adequate progress.
- J. Ensure case management of all participants is maintained with all required forms and documentation. DBH shall maintain individual participant case folders in a secured file cabinet for a period of seven years from the close of the participant's services.
- K. Maintain participant case folders and utilize established DBH forms for program participants served through DBH.
- L. Maintain a quality assurance process to ensure timely and appropriate assessment and treatment of participants.
- M. Provide quarterly reports for the Veteran Housing Initiative Program to HACSB that include the following:
1. The total number of participants served through the program,
 2. The total number of participants who became employed through the program,
 3. The total number of participants who discontinued the program,
 4. A survey report highlighting the barriers to employment or improving current employment, education and training needs and barriers to maintaining housing.
- N. Provide direct supervision of case manager, a DBH employee.
- O. DBH shall cooperate with HACSB in the implementation, monitoring and evaluation of this MOU and comply with any and all reporting requirements established by this MOU.
- P. Pursuant to HIPAA, DBH has implemented administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability PHI transmitted or maintained in any form or medium.
- Q. DBH shall provide satisfactory performance as outlined herein for the period of this MOU defined in Section IX.

VI. MUTUAL RESPONSIBILITIES

- A. DBH and HACSB agree they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this agreement; and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- B. DBH and HACSB agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through DBH and Housing Authority's mutual chain of command, as deemed necessary.
- C. DBH and HACSB agree to develop and implement procedures, surveys and forms necessary to administer and document program referral, participation, compliance, and effectiveness.
- D. DBH and HACSB agree to adhere to mutually developed complaint/grievance procedures with regard to participant satisfaction, and in respect of the grievance procedures clearly defined in HACSB's Housing Services Administrative Plan, in accordance with Department of Housing and Urban Development(s) Code of Federal Regulations. HACSB shall provide a system, in agreement with DBH, through which service participants will have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and available to all participants.
- E. DBH and HACSB will establish measurable benchmarks to determine participants' progress and ability to participate in additional supportive and enrichment activities.
- F. DBH and HACSB agree they will collaborate in providing In-Service Training to staff about the Veteran Housing Initiative Program and services offered under this MOU.
- G. Performance Outcomes

The outcomes-based criteria which shall be achieved are as follows:

The goal of the Veterans Housing Initiative Program will be for the individual/family to achieve the level needed for self-sufficiency based on case management services provided by DBH. HACSB shall provide a report of outcomes achieved by the individual/families 60 days after the end of each fiscal year.

- H. DBH and HACSB shall observe all federal, state and county requirements, and applicable law concerning the confidentiality of behavioral health records. DBH and HACSB, as required by applicable law, shall strictly maintain confidentiality of behavioral health records of clients.

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), DBH and HACSB have implemented administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of health information that is transmitted or maintained in any form or medium, and have agreed to report any security incident of which the parties become aware. The parties will insure that any agent or subcontractor who receives health information agrees to implement reasonable and appropriate safeguards. It is understood between DBH and HACSB that this provision complies with 45 CFR 164.314 (a)(2)(ii) and serves in lieu of a Business Associates Agreement.

- I. Privacy and Security

1. Both parties shall adhere to any County applicable privacy-related policies pertaining to PII. DBH has a specific responsibility to comply with all applicable State and Federal regulations pertaining to privacy and security of client PHI and strictly maintain the confidentiality of behavioral health records, and HACSB shall assist DBH in upholding said confidentiality by applying safeguards as discussed herein. Regulations have been promulgated governing the privacy and security of Individually identifiable health information (IIHI) PHI or electronic Protected Health Information (ePHI).
2. In addition to the aforementioned protection of IIHI, PHI and e-PHI, both parties shall adhere to the protection of personally identifiable information (PII) and Medi-Cal PII. PII includes any information that can be used to search for or identify individuals such as but not limited to name, social security number or date of birth. Whereas Medi-Cal PII is the information that is directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining eligibility that can be used alone in conjunction with any other information to identify an individual.
3. Reporting Improper Access, Use, or Disclosure of Unsecure PHI and PII
Upon discovery of any unauthorized use, access or disclosure of PHI or any other security incident with regards to PHI or PII, HACSB agrees to report to DBH no later than one (1) business day upon the discovery of a potential breach. HACSB shall cooperate and provide information to DBH to assist with appropriate reporting requirements to the DBH Office of Compliance.
4. Both parties shall ensure any DBH client PHI that is stored on its premises will be locked and secure in adherence to IIHI and PHI privacy requirements.

VII. FISCAL PROVISIONS

This is a non-financial MOU.

VIII. RIGHT TO MONITOR AND AUDIT

- A. DBH staff or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Inspector General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, staff information, patient records and other pertinent items as requested, and shall have absolute right to monitor the performance of HACSB in the delivery of services provided under this MOU. Full cooperation shall be given by HACSB in any auditing or monitoring conducted according to this agreement.
- B. HACSB shall cooperate with DBH in the implementation, monitoring, and evaluation of this MOU and comply with any and all reporting requirements established by this MOU.
- C. HACSB shall provide all reasonable facilities and assistance for the safety and convenience of DBH 's representative 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 HACSB.

IX. TERM

This Memorandum of Understanding (MOU) is effective as of July 1, 2022 and expires June 30, 2027, but may be terminated earlier in accordance with provisions of the EARLY TERMINATION section of this MOU.

X. EARLY TERMINATION

This MOU may be terminated without cause upon thirty (30) days written notice by either party. DBH's Director is authorized to exercise DBH's rights with respect to any termination of this MOU. The HACSB Executive Director, or his/her appointed designee, has authority to terminate this MOU on behalf of HACSB.

XI. INDEMNIFICATION

The HACSB agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County DBH and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and or liability arising out of this MOU from the negligence of the HACSB, including the acts, errors or omissions of the HACSB and for any costs or expenses incurred by the County DBH on account of any claim resulting from the acts or negligence of the HACSB or its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.

The County DBH agrees to indemnify, defend (with counsel reasonably approved by the HACSB) and hold harmless the HACSB and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and or liability arising out of this MOU from the negligence of the County DBH, including the acts, errors or omissions of the County DBH and for any costs or expenses incurred by the HACSB on account of any claim resulting from the acts or negligence of the County DBH or its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.

XII. GENERAL PROVISIONS

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right.
- B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- C. The DBH and HACSB are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

XIII. CONCLUSION

- A. This MOU, consisting of thirteen (13) pages is the full and complete document describing services to be rendered by HACSB to DBH including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.

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

IN WITNESS WHEREOF, the Housing Authority of the County of San Bernardino and San Bernardino County have entered into this agreement as of the date first set forth above.

SAN BERNARDINO COUNTY

By 
Curt Hagman, Chairman, Board of Supervisors

Dated: MAY 24 2022

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

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

By 
Deputy



HOUSING AUTHORITY OF THE COUNTY OF
SAN BERNARDINO

By 
(Authorized signature - sign in blue ink)

Name Maria Razo
(Print or type name of person signing contract)

Title Executive Director
(Print or Type)

Dated: May 16, 2022

Address 715 E. Brier Drive
San Bernardino, CA