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SAN BERNARDINO COUNTY

**Contract Number** 22-825

**SAP Number**

# Community Revitalization

| | |
|---|---|
| **Department Contract Representative** | Tom Hernandez<br>Chief of Homeless Services |
| **Telephone Number** | 909-501-0610 |
| **Contractor** | Mountain Homeless Coalition |
| **Contractor Representative** | Susan Walker, President |
| **Telephone Number** | (909) 713-4099 |
| **Contract Term** | Effective Date– June 30, 2026 |
| **Original Contract Amount** | $89,535 |
| **Amendment Amount** | N/A |
| **Total Contract Amount** | $89,535 |
| **Cost Center** | |

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, San Bernardino County (COUNTY) has been allocated funds by the State of California, Homeless Coordinating and Financing Council in the Business, Consumer and Housing Agency, hereinafter called State, under the Homeless Housing, Assistance and Prevention Round 2 (HHAP-2) Program authorized by AB 83 (Committee on Budget, Chapter 15, Statutes of 2020), which was signed into law by Governor Gavin Newsom on June 29, 2020, to build on regional coordination developed through previous rounds of Homeless Coordinating and Financing Council Homeless Emergency Aid Program (HEAP), HHAP, and COVID-19 funding; and

**WHEREAS,** the COUNTY Office of Homeless Services, hereinafter referred to as OHS, is the Administrative Entity authorized to act on behalf of the COUNTY to administer HHAP-2 as designated by the San Bernardino County Continuum of Care (SBC CoC), the eligible recipient of HHAP-2 grant funding; and

**WHEREAS,** the COUNTY conducted a competitive process to find Mountain Homeless Coalition (CONTRACTOR) to provide these services, and

**WHEREAS**, CONTRACTOR has the required qualifications, experience and expertise to provide services and is willing to use State funds to serve individuals and families experiencing homelessness; and

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

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

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## A. DEFINITIONS

**A.1** **Administrative Entity**: A unit of general-purpose local government (city, county or a city that is also a county) or a nonprofit organization that has (1) previously administered federal Department of Housing and Urban Development (HUD) Continuum of Care (CoC) funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations, and (2) been designated by the CoC to administer program funds.

**A.2** **Bridge Housing**: Temporary housing resources offered while working with clients with Permanent Supportive Housing as the final goal. Case managers, housing locators and employment specialists work with each family to access their unique needs and create a customized plan for achieving long-term stability and independence. Once in permanent housing, families build on their success with aftercare support from program staff and a network of community partners.

**A.3** **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.4** **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.5** **Continuum of Care (CoC) Housing Providers**: A network of Community Based Organizations partnered with the COUNTY to provide services to homeless individuals and families.

**A.6** **Coordinated Entry System (CES)**: The CES is used to identify, assess and prioritize homeless individuals and families for housing and services based on vulnerability and severity of need. Designed to ensure people experiencing homelessness receive the right housing intervention and prioritize people who need supportive housing the most to be able to access it as quickly as possible.

**A.7** **Emergency Aid**: Any urgent and immediate services, which include housing that will be provided to homeless individuals. Broad categories of uses include, but are not limited to, shelters, shelter beds, public toilets, shower facilities, tiny-shed homes, etc.

**A.8** **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.9** **General Service Area**: The geographically defined area where a service entity provides outreach and direct services to homeless people.

**A.10** **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.11** **Homeless Management Information System (HMIS)**: A web-enabled database used by homeless service providers to capture information about the San Bernardino County persons they serve. The database tracks services provided to homeless individuals and families by the collaborative agencies. Services tracked include: emergency, transitional, and permanent housing bed usage, employment, veteran's status, as well as referrals to health and human service providers, or other relevant supportive service agencies. As required by the U.S. Department of Housing and Urban Development, the Continuum of Care utilizes the captured

information to make informed decisions in planning, homeless advocacy, and policy development that result in targeted services. HMIS also includes the 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.12** **Homeless Youth**: An unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act [42 U.S.C. Sec. 11434a(2)]; includes unaccompanied youth who are pregnant or parenting.

**A.13** **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.14** **Housing Search and Placement**: Services to assist clients to locate, secure, and navigate the rental market. Housing Search and Placement activities may include, but are not limited to, unit identification, unit inspection, determining rent reasonableness, contracts, advocating for households, landlord/tenant mediation, and any other housing requirements.

**A.15** **Interagency Council on Homelessness (ICH)**: The policy making body for the San Bernardino County Homeless Partnership. ICH works to ensure that the recommendations listed in the County's 10-Year Strategy to End Homelessness are realized. ICH Membership is composed of elected officials, state and local representatives, community and faith-based organizations, and corporate advocates.

**A.16** **Instance of Service**: Each encounter with a member of the target population where services are provided for each of the eligible grant activities. For example, one individual checks into a warming center operated by Provider X on Tuesday. The same individual checks into the same warming center the next night. This counts as two instances of service for this activity.

**A.17** **Navigation Center**: A Housing First, low barrier, service service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

**A.18** **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.19** **Permanent Supportive Housing (PSH)**: Low-barrier permanent housing with services. The type of services depends on the needs of the residents. Services may be short-term, sporadic, or ongoing indefinitely. PSH units are for individuals and families who are homeless or chronically homeless. PSH is housing combined with services, which may include mental health and health services, drug and alcohol treatment, education and job training.

**A.20** **Point-In-Time-Count (PITC)**: An unduplicated one-night estimates of both sheltered and unsheltered homeless populations conducted by Continuums of Care nationwide on a pre-determined date within the last 10 days of each January pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations.

**A.21** **Program**: The Homeless Housing, Assistance and Prevention Round 2 (HHAP-2) Program established pursuant to AB83 (Committee on Budget, Chapter 15, Statutes of 2020) and HHAP-2 are used interchangeably throughout this document.

**A.22** **Rapid Re-Housing (RRH)**: An intervention designed to help individuals and families quickly exit homelessness and return to permanent housing. Using the Housing First model, move families and individuals into permanent affordable housing as quickly as possible with minimal barriers, assist with move-in costs such as security and utility deposits and short-medium term declining rental subsidies, and provide intensive social services while families or individuals are in their home. Supportive services are designed to enhance each family or individual's stability and equip them with skills and resources they need to sustain and thrive in housing and avoid future homelessness.

**A.23** **San Bernardino 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.24** **State of California, Homeless Coordinating and Financing Council (State)**: Created pursuant to Section 8257 of the Welfare and Institutions Code to, among other things, identify mainstream resources, benefits, and services that can be accessed to prevent and end homelessness in California.

**A.25** **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.

**A.26** **Target Population**: Any person who is homeless as defined for this grant (see A.10 above).

**A.27** **Transitional Housing (TH)**: Designed to provide homeless individuals and families with the interim stability and support to successfully move to and maintain permanent housing. TH may be used to cover the costs of up to 24 months of housing with accompanying supportive services.

**A.28** **United States Department of Housing and Urban Development (HUD)**: A Federal agency established in 1965, HUD's mission is to increase homeownership, support community development, and increase access to affordable housing free from discrimination. To fulfill this mission, HUD will embrace high standards of ethics, management and accountability and forge new partnerships, particularly with faith-based and community organizations, that leverage resources and improve HUD's ability to be effective on the community level.

## B. CONTRACTOR RESPONSIBILITIES

The following shall be required by CONTRACTOR:

### B.1 General Requirements

**B.1.1** 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.1.2** CONTRACTOR and its Subcontractors shall perform the work in accordance with Federal, State and local housing and building codes, as applicable.

**B.1.3** CONTRACTOR shall be responsible to accomplish the levels of performance as set forth in Exhibit 1 – HHAP-2 AWARD BY CATEGORY and report such measures quarterly to the COUNTY with each quarterly expenditure report. The COUNTY will review CONTRACTOR performance to assess expenditure and performance progress. If CONTRACTOR is not meeting expenditure and performance measures, the COUNTY will work with CONTRACTOR to identify strategies and remediate performance issues.

**B.1.4** 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.

### B.2 Scope of Work

The project description for services to be provided by CONTRACTOR under this Contract are identified in Exhibit 2 - SCOPE OF WORK.

### B.3 Administrative Requirements

CONTRACTOR shall adhere to the following:

**B.3.1** Coordinated Entry System (CES)

**a.** The CES is a referral process that currently coordinates with the SBC CoC. All those participating with CES will need to apply to participate with the Homeless Management Information System (HMIS).

**b.** CONTRACTOR must work in collaboration with CES and SBC CoC to ensure the screening, assessment, and referral of HHAP-2 participants are consistent with the eligible uses under HHAP-2.

**c.** CONTRACTOR agrees to receive referrals from CES prior to providing services with the exception of individuals receiving emergency assistance. In such cases, immediate services can be provided, but individuals and/or families must be referred by CONTRACTOR to CES for assessment and prioritization within seventy-two (72) hours. CONTRACTOR understands that individuals and/or families may not be referred to CONTRACTOR and may be referred to another service provider based upon the CES assessment.

**B.3.2** Data Reporting

**a.** CONTRACTOR will submit to OHS detailed reports containing information listed in Exhibit 3 – HHAP-2 REPORTING REQUIREMENTS.

**b.** A report will be due forty-five (45) days after the date of expiration of this Contract or upon completion of Contract services.

**c.** CONTRACTOR shall submit additional reports as required by the State or COUNTY.

**B.3.3** Equipment and Other Property

All equipment, materials, supplies or property of any kind (including vehicles, publications, copyrights, etc.) purchased with HHAP-2 funds received under the terms of this Contract which has a life expectancy of one (1) year or more shall be the property of the COUNTY and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by the COUNTY when the Contract is terminated. Additional terms are as follows:

**a.** The purchase of any furniture or equipment which was not included in CONTRACTOR's approved budget, shall require the prior written approval of the COUNTY, and shall fulfill the provisions of this Contract which are appropriate and directly related to CONTRACTOR's services or activities under the terms of the Contract. The COUNTY may refuse approval for any cost resulting from such items purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from the COUNTY.

**b.** Before equipment purchases made by CONTRACTOR are approved by the COUNTY, CONTRACTOR must submit paid vendor receipts identifying the purchase price, description of the item, serial numbers, model number and location where equipment will be used during the term of this Contract.

**c.** CONTRACTOR shall submit an inventory of equipment purchased under the terms of this Contract as part of the expenditures report for the month in which the equipment is purchased. CONTRACTOR must also maintain an inventory of equipment purchased that, at a minimum, includes the description of the property, serial number or other identification number, title holder, acquisition date, cost of the equipment, location, use and condition of the property, and ultimate disposition data. A physical inventory of the property must be reconciled annually. Equipment should be adequately maintained and a control system in place to prevent loss, damage, or theft. Equipment with cost exceeding COUNTY's capitalization threshold of $5,000 must be depreciated.

**d.** No costs incurred prior to the Contract commencement date shall be eligible for reimbursement with HHAP-2 funds.

**e.** Upon termination of this Contract, CONTRACTOR will provide a final inventory to the COUNTY and shall at that time query the COUNTY as to requirements, including the manner and method in returning equipment to the COUNTY. Final disposition of such equipment shall be in accordance with instructions from the COUNTY.

**B.3.4** Financial Management

**a.** Review, understanding, and certification that quarterly expenditure reports submitted to the COUNTY meet eligible expenses under HHAP-2 and State requirements. The COUNTY shall have no obligation to advance or pay CONTRACTOR with any funds other than HHAP-2 funds the COUNTY receives from the State.

**b.** CONTRACTOR attests that by submitting a quarterly expenditures report to OHS, it has completed all due diligence necessary and verified eligibility for HHAP-2 funding. CONTRACTOR shall be required to repay COUNTY for non-eligible expenditures that may inadvertently be processed by the COUNTY.

**c.** Budget Changes – CONTRACTOR agrees that no changes shall be made to CONTRACTOR's HHAP-2 budget without first obtaining approval. No more than the amounts specified in Exhibit 1 – HHAP-2 AWARD BY CATEGORY may be spent for the separate cost categories specified in the budget summary. Any changes to this Contract must be requested by CONTRACTOR in writing through OHS. Changes must be approved by the County and/or the State.

**d.** Documentation of Costs and Other Financial Reporting

CONTRACTOR will be required to maintain books, records, documents, and other evidence directly related to the performance of work in accordance with Generally Acceptable Accounting Procedures. Costs shall be supported by properly executed payrolls, time records, invoices, receipts, vouchers or other official documentation, as evidence of the nature and propriety of the charges.

All accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible, and upon reasonable notice, the COUNTY shall have the right to audit the records of the CONTRACTOR as they relate to the Contract and the activities and services described herein.

CONTRACTOR shall also:

**1)** Maintain an effective system of internal fiscal control and accountability for all HHAP-2 funds and property acquired or improved with HHAP-2 funds, and make sure the same are used solely for authorized purposes.

**2)** Keep a continuing record of all disbursements by date, payment method, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the CONTRACTOR's accounting records.

**3)** Maintain payroll, financial, and expense reimbursement records for a minimum period of five (5) years after the termination of this Contract.

**4)** Permit inspection and audit of its records with respect to all matters authorized by this Contract by representatives of the COUNTY at any time during normal business hours and as often as necessary.

**5)** Inform the COUNTY concerning any funds allocated to CONTRACTOR, that the CONTRACTOR anticipates will not be expended during the term of this Contract.

**6)** Repay the COUNTY any funds in its possession at the time of the termination of this Contract that may be due to the COUNTY; e.g. ineligible costs, unexpended funds, etc.

**B.3.5** Funding

**a.** This Contract is valid and enforceable only if sufficient funds are made available to COUNTY by legislative appropriation. In addition, this Contract is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether Federal or those of the State, or of any agency, department, or any

political subdivision of Federal or the State governments, which may affect the provisions, terms or funding of this Contract in any manner.

**b.** CONTRACTOR must establish and maintain effective internal controls over all funding awarded to CONTRACTOR by the COUNTY to provide reasonable assurance that CONTRACTOR complies with Federal, State, and County statutes, regulations, and terms and conditions of the Contract.

**c.** COUNTY may base funding for CONTRACTOR upon positive performance outcomes, which OHS will monitor throughout the year.

**d.** CONTRACTOR must be able to demonstrate that HHAP-2 funds were expended for eligible uses to benefit members of the Target Population.

**e.** Funds allocated pursuant to this Contract shall be used exclusively for costs included in CONTRACTOR's Program budget. Contract funds shall not be used as security or to guarantee payments for any non-program obligations nor as loans for non-program activities.

**f.** CONTRACTOR certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, gifts, or fundraising activities.

**g.** Ineligible Costs – HHAP-2 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of HHAP-2 and the eligible uses identified in California Health and Safety Code Sections 50218.5.

The COUNTY or the State reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Contract. If CONTRACTOR or its Subcontractors use HHAP-2 funds to pay for ineligible activities, CONTRACTOR shall be required to reimburse these funds to the COUNTY within thirty (30) days of the request.

**1)** An expenditure which is not authorized by this Contract, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the COUNTY by CONTRACTOR.

**2)** The State, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of HHAP-2 funds.

**3)** Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP-2 funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of CONTRACTOR and services or housing capacity will be lost as a result of these funds ending, HHAP-2 funds may be used to maintain the service or program and are not considered supplanting [examples include, but are not limited to, a time-limited city and/or county tax or one-time block grant, such as Homeless Emergency Aid Program (HEAP) grant].

**h.** CONTRACTOR must ensure that:

**1)** One hundred percent (100%) of HHAP-2 funds shall be fully expended by June 30, 2026; and

**2)** Any funds not expended by June 30, 2026 shall be returned to COUNTY.

"Expended" means all HHAP-2 funds obligated under the Contract or subcontracts have been fully paid and receipted, and no invoices remain outstanding."

Reports submitted by the CONTRACTOR will be utilized to ensure that CONTRACTOR is on track to expend 100 percent of HHAP-2 funds by June 30, 2026.

i. HHAP-2 funds may not be obligated and expended prior to the effective date of this Contract. "Obligate" means that CONTRACTOR has placed orders, entered into sub-contracts, received services, or entered into similar transactions that require payment from the Contract award.

j. All proceeds from any interest-bearing account established by the CONTRACTOR for the deposit of HHAP-2 funds must be used for HHAP-2-eligible activities. Documentation of all expenditures and accrued interest shall be reported on the forms provided by OHS (i.e., HHAP-2 Expenditure Report).

k. Any housing-related activities funded with HHAP-2 funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).

l. CONTRACTOR confirms that rental assistance will be issued directly to a property owner or an agent authorized to act on behalf of a property owner.

m. Joint Funding – For all programs and services for which there are sources of funds in addition to COUNTY funds as provided under this Contract, CONTRACTOR shall provide proof of such funding. Contractor must be able to account for the receipt, obligation and expenditure of funds.

The COUNTY shall NOT pay for any services provided by CONTRACTOR which are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting apply to the total program regardless of funding sources.

n. The COUNTY reserves the right to reduce the Contract award when the COUNTY's fiscal monitoring indicates that CONTRACTOR's rate of expenditure will result in unspent funds at the end of the Contract term or if it is determined that costs incurred are not in conformance with eligible costs as defined in Health and Safety Code Section 50220.5(d). Changes in the Contract award will be done after consultation with CONTRACTOR. Such changes shall be incorporated into this Contract by written amendment(s).

o. CONTRACTOR may not use HHAP-2 grant funding to supplant existing local funds for homeless housing, assistance, or prevention, and funds must be expended in compliance with Housing First requirements per Health and Safety Code Section 50220.5(g).

**B.3.6** Fiscal Award Monitoring

a. The COUNTY has the right to monitor the Contract during the Contract period to ensure accuracy of expenditure reports and compliance with applicable laws and regulations.

b. CONTRACTOR agrees to furnish duly authorized representatives from the COUNTY and the State access to all financial records necessary to review or audit Contract services and to evaluate the cost, quality, and appropriateness of services.

c. If the State or the COUNTY determines that all, or any part of, the payments made by the COUNTY to CONTRACTOR pursuant hereto are not eligible expenses in accordance with this Contract, said funds will be repaid by CONTRACTOR to the COUNTY. In the event such payment is not made on demand, the COUNTY may withhold future disbursements to CONTRACTOR until such disallowances are paid by CONTRACTOR. If disallowable expenses are not reimbursed within thirty (30) days of demand, the Contract will terminate without consultation at the COUNTY's sole and absolute discretion.

d. If there is a conflict between a State audit of this Contract and a COUNTY audit of this Contract, the State audit shall take precedence.

**B.3.7** Closeout

CONTRACTOR shall submit a closeout report including a narrative of the project outcomes, an inventory of all equipment and property acquired or improved by HHAP-2 funds, and a final financial report, upon termination or completion of the services specified in this Contract.

CONTRACTOR agrees to adhere to and comply with all of the closeout procedures detailed below; including, but not limited to the following:

**a.** Disposition of Program assets shall be determined by the COUNTY when the Contract is terminated.

**b.** CONTRACTOR shall submit within forty-five (45) days after the date of expiration of this Contract, all financial, performance, and other reports required by this Contract; and in addition, will cooperate in a Program audit by the COUNTY.

**c.** Any unobligated/unexpended funds disbursed in advance to CONTRACTOR shall be returned to the COUNTY within thirty (30) days after the expiration of the Contract term.

**d.** CONTRACTOR must account for any real and personal property acquired with HHAP-2 funds.

**e.** Closeout will remain pending until all requirements are met and all outstanding issues with the CONTRACTOR have been resolved to the satisfaction of the COUNTY.

**B.3.8** Homeless Management Information System

The HMIS is a local database application used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness in the COUNTY. CONTRACTOR must ensure that data on all persons served are entered into the COUNTY-wide HMIS. HMIS is managed and operated by OHS. HMIS technical and data standards are set forth in the Final 2017 HMIS Data Standards, on file with OHS.

**a.** CONTRACTOR shall enter into a Memorandum of Understanding (MOU) with the HMIS Lead Agency where the CONTRACTOR agrees to share HMIS data with other HHAP-2 funded agencies, unless prohibited by law.

**b.** CONTRACTOR is required to work with OHS staff to ensure the timely and accurate set-up of their HMIS program profile and to ensure the HMIS program profile is setup in a manner that accurately captures the data pertinent to CONTRACTOR's program. CONTRACTOR's program profile must be setup prior to CONTRACTOR submitting their first HHAP-2 Disbursement Request form.

**c.** CONTRACTOR shall submit a copy of HMIS reports (see Exhibit 4 – HMIS CLIENT DATA REPORT SAMPLE) with the quarterly expenditure reports. In the case of Domestic Violence service providers or other agencies prohibited from entering data into HMIS, documentation from the HMIS lead agency certifying that the CONTRACTOR is using a comparable database shall be delivered to the COUNTY. The contact information for the "HMIS Lead Agency" is:

Mike Bell, HMIS Lead
County of San Bernardino
Office of Homeless Services
215 North "D" Street, Suite 301
San Bernardino CA 92415-0044
Michael.Bell@hss.sbcounty.gov
Phone: 909-501-0613

**d.** CONTRACTOR must ensure all required data elements, as listed below, are entered into the HMIS system for HHAP-2 participants, in a timely manner, and is inputted no later than two (2) working days after program entry. Services rendered to clients must be entered into HMIS no later than two (2) working days from date

of service(s). All clients who exit the program must have an updated status in HMIS within two (2) working days from actual exit date. Failure to meet the above data inputting requirements will constitute a violation of the terms and conditions of this Contract. CONTRACTOR will be notified by OHS, and if not rectified, the Contract may be terminated at the COUNTY's sole and absolute discretion.

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

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

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

**3)** Common Program Specific Data Elements
- **a)** Income and Sources
- **b)** Non-Cash Benefits
- **c)** Health Insurance
- **d)** Disability Elements
- **e)** Physical Disability
- **f)** Developmental Disability
- **g)** Chronic Health Condition
- **h)** HIV/AIDS
- **i)** Mental Health Problem
- **j)** Substance Abuse
- **k)** Domestic Violence
- **l)** Contact
- **m)** Date of Engagement
- **n)** Bed-Night Date

o) Housing Assessment Disposition

4) Data Timeliness
   a) Entry Timeliness
   b) Exit Timeliness

f. According to Data Quality Standards, CONTRACTOR is required to have a five-percent (5%) or less error rate to ensure data accuracy and less than a five-day lapse in timeliness for entry of data at time of client entry, services are rendered, and client exit. Any performance benchmarks not meeting these standards will be captured on CONTRACTOR's HUD Data Quality Report, see Exhibit 5. The report will be generated by CONTRACTOR and submitted quarterly with expenditure reports. OHS will review reports and data deficiencies, if any, will be identified and discussed with CONTRACTOR to determine methods to remediate and/or improve data quality scores.

g. If CONTRACTOR continues to not meet data entry and data quality benchmarks, as established by HUD and set forth in the HMIS MOU and the OHS Policy Handbook, COUNTY may terminate Contract as set forth in CORRECTION OF PERFORMANCE DEFICIENCIES Section.

h. CONTRACTOR agrees to provide the COUNTY and/or the State access to HMIS data collected and entered into HMIS, upon request, and to participate in any statewide data initiative as directed by the State including, but not limited to, a statewide data integration environment.

**B.3.9** Housing First

The methodology of providing services will follow the Housing First policy. This is an approach that offers permanent, affordable housing as quickly as possible for individuals and families experiencing homelessness, and then provides the supportive services and connections to the community-based supports people need to avoid returning to homelessness. HHAP-2 projects must align and comply with the core components of Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.

**B.3.10** Program Participant Eligibility

CONTRACTOR shall ensure that:

a. HHAP-2 participants meet the Homeless definition as defined in Section 578.3 of Title 24 of the Code of Federal Regulations:

   1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

      a) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

      b) An individual or family living in a supervised publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by Federal, State and local government programs for low-income individuals); or

      c) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

   2) An individual or family who will imminently lose their primary nighttime residence, provided that:

**a)** The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

**b)** No subsequent residence has been identified; and

**c)** The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;

**3)** Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

**a)** Are defined as homeless under Section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), Section 637 of the Head Start Act (42 U.S.C. 9832), Section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), Section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), Section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), Section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or Section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

**b)** Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

**c)** Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

**d)** Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

**4)** Any individual or family who:

**a)** Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

**b)** Has no other residence; and

**c)** Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

**b.** HHAP-2 participants are referred by CES to CONTRACTOR.

**c.** CONTRACTOR coordinates Program enrollment and services in collaboration with CES.

**B.3.11** Job Training and Employment
CONTRACTOR agrees to refer HHAP-2 clients that are eligible for job training and employment services to the County of San Bernardino Workforce Development Department (WDD). Contractor also agrees to refer eligible "work ready" clients to the COUNTY's Community Employment Pathways (CEP) program for job placement services. Number of participants who have been referred to WDD and CEP will be reported on a quarterly basis by CONTRACTOR.

**B.3.12** Staffing Requirements
CONTRACTOR shall provide the necessary professional staff to meet the needs of the homeless population following the Housing First model (ex. Case managers, Clinicians, medical staff, peer advocates, employment specialists, and eligibility specialists). CONTRACTOR must have the readiness capacity to immediately perform and administer homeless efforts through HHAP-2 funding.

## C. GENERAL CONTRACT REQUIREMENTS

### C.1 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.2 Attorney's Fees and Costs
If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

### C.3 Background Checks for Contractor Personnel
CONTRACTOR shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the COUNTY; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the COUNTY and not in violation of applicable law, CONTRACTOR shall conduct a background check, at CONTRACTOR's sole expense, on all its personnel providing Services. If requested by the COUNTY, CONTRACTOR shall provide the results of the background check of each individual to the COUNTY. Such background check shall be in the form generally used by CONTRACTOR in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. CONTRACTOR personnel who do not meet the COUNTY's hiring criteria, in COUNTY's sole discretion, shall not be assigned to work on COUNTY property or Services, and COUNTY shall have the right, at its sole option, to refuse access to any Contract personnel to any COUNTY facility.

### C.4 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.5 Child Support Compliance Act
For any Contract in excess of $100,000, CONTRACTOR acknowledges in accordance with Public Contract Code 7110, that:

**C.5.1** CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family code; and

**C.5.2** CONTRACTOR, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**C.6 Choice of Law**

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

**C.7 Compliance with County Policy**

In performing the Services and while at 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 the COUNTY in order to exercise any right of access under this Contract.

**C.8 Compliance with State and Federal Laws, Rules, and Regulations**

CONTRACTOR agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-2 program, CONTRACTOR, its subcontractors, and all eligible activities.

**C.9 Confidentiality**

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

**C.10 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.11 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.12 Contract Assignability**
Without the prior written consent of the COUNTY, the Contract is not assignable by CONTRACTOR either in whole or in part.

**C.13 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.14 Copyright**
The 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 COUNTY of San Bernardino 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 the 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.15 County Internship Initiative**
CONTRACTOR agrees to be contacted by the COUNTY to solicit its participation in an internship initiative known as GenerationGo! Career Pathways, involving the potential placement and hiring of interns by CONTRACTOR'S business. CONTRACTOR is encouraged, and agrees to make good faith efforts, to utilize the COUNTY'S program to aid the ***County's Vision for a skilled workforce and jobs that create countywide prosperity***, and its ***goal to Create, Maintain and Grow Jobs and Economic Value in the County***. The COUNTY'S objective with its internship initiative is to focus on training, education, employment and support services to develop a more highly-educated and trained workforce. When participating in the COUNTY'S internship initiative, the CONTRACTOR remains an independent contractor and shall not be construed as agents, officers, or employees of the COUNTY. More information about the COUNTY'S GenerationGo! Career Pathways Program can be located at https://wp.sbcounty.gov/workforce/career-pathways/.

**C.16 County Representative**
The Chief of Homeless Services, 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, except for budget category modifications and non-substantive changes, which may be approved by the Assistant Executive Officer of Human Services, Deputy Executive Office of Community Revitalization, or the Chief of Homeless Services.

**C.17 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 the COUNTY may deduct such costs from any amounts due to the CONTRACTOR from the COUNTY, as determined at the COUNTY's sole discretion.

**C.18 Debarment and Suspension**

CONTRACTOR certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website https://www.sam.gov). 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.19 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.

CONTRACTOR shall notify the COUNTY immediately of any claim or action undertaken by or against it, which affects or may affect this Contract or the COUNTY, and shall take such action with respect to the claim or action as is consistent with the terms of this Contract and the interests of the COUNTY.

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.20 Drug-Free Workplace Certification**

Certification of Compliance: By signing this Contract, CONTRACTOR, and its subcontractors, hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

**C.20.1** Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a)(1).

**C.20.2** Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:

**a.** The dangers of drug abuse in the workplace;

**b.** CONTRACTOR's policy of maintaining a drug-free workplace;

**c.** Any available counseling, rehabilitation, and employee assistance programs; and,

**d.** Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

**C.20.3** Provide as required by Government Code Section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:

**a.** Will receive a copy of CONTRACTOR's drug-free policy statement; and

**b.** Will agree to abide by the terms of CONTRACTOR's condition of employment or subcontract.

**C.21 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, CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees, while performing service for the COUNTY, on COUNTY property, or while using COUNTY equipment:

**C.21.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

**C.21.2** 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.21.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where CONTRACTOR or CONTRACTOR's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

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

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

**C.22 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.23 Employment Discrimination**

During the term of the Contract, CONTRACTOR shall not unlawfully 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.

During the term of this Contract, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identify, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants

for employment are free from such discrimination and harassment. CONTRACTOR and its subcontractors shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (Government Code Section 12900 et seq.); the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code(Government Code, Section 11135-11139.5). CONTRACTOR and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

**C.24 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.25 Former County Administrative Officials**

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

**C.26 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.27 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.28 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.29 Inspections**

**C.29.1** The COUNTY and the State reserve the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Contract.

**C.29.2** CONTRACTOR agrees to correct all work that is determined based on such inspections not to conform to the applicable requirements; and the COUNTY reserves the right to withhold payments to CONTRACTOR until it is corrected.

**C.30 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.31 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.32 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 the 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.

CONTRACTOR shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Contract, including those necessary to perform design, construction, or operation and maintenance of the activities. CONTRACTOR shall be responsible for observing and complying with any applicable Federal, State, County, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. CONTRACTOR shall provide copies of permits and approvals to the COUNTY and/or State upon request.

**C.33 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.34 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.35 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.36 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.37 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. Unless otherwise directed by COUNTY, CONTRACTOR may retain copies of such items.

**C.38 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.39 Recitals**

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

**C.40 Records and Retention**

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.

CONTRACTOR shall retain all records described above for a minimum period of five (5) years after the termination of this Contract. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

**C.41 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.42 Release of Information**
No news releases, advertisements, public announcements or photographs arising out of the Contract or CONTRACTOR's relationship with the COUNTY may be made or used without prior written approval of the COUNTY.

**C.43 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 County of San Bernardino.

**C.44 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.45 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 INDEMNIFICATION AND INSURANCE REQUIREMENTS Section. All approved subcontractors shall be subject to the provisions of this Contract applicable to CONTRACTOR Personnel.

**C.45.1** For any Subcontractor, CONTRACTOR shall:

**a.** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

**b.** Ensure that the Subcontractor follows the COUNTY's reporting formats and procedures as specified by the COUNTY; and

**c.** Include in the subcontractor's subcontract substantially similar terms as are provided in CONTRACTOR RESPONSIBILITIES and GENERAL CONTRACT REQUIREMENTS Sections.

**C.45.2** The COUNTY will not reimburse subcontractor directly for any services rendered.

**C.45.3** Upon expiration or termination of this Contract for any reason, the 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 the COUNTY.

**C.46 Subpoena**
In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon CONTRACTOR or COUNTY, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. CONTRACTOR and COUNTY further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by CONTRACTOR for COUNTY.

**C.47 Termination for Convenience**

The COUNTY and the CONTRACTOR each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the CONTRACTOR for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice CONTRACTOR shall promptly discontinue services unless the notice directs otherwise. CONTRACTOR shall deliver promptly to the 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.

Upon termination of this Contract, unless otherwise approved in writing by the COUNTY, any unexpended funds received by CONTRACTOR shall be returned to the COUNTY within thirty (30) days of the Notice of Termination.

**C.48 Time of the Essence**

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

**C.49 Venue**

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

## D. TERM OF CONTRACT

This Contract is effective as of effective date and expires June 30, 2026, but may be terminated earlier in accordance with provisions of this Contract.

## E. COUNTY RESPONSIBILITIES

**E.1** OHS shall provide technical assistance to CONTRACTOR.

**E.2** OHS shall participate in evaluating the progress of the overall program.

**E.3** OHS shall monitor CONTRACTOR on a regular basis in regard to compliance with Contractual requirements.

## F. FISCAL PROVISIONS

**F.1** The maximum amount of payment under this Contract shall not exceed the total award/allocation amount referenced in Exhibit 1 – HHAP-2 AWARD BY CATEGORY. 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.

**F.2** Quarterly disbursements will be made to CONTRACTOR based upon satisfactory performance under the terms of the Contract.

**F.3** CONTRACTOR shall submit expenditure reports on forms provided by OHS quarterly for HHAP-2 services performed under this Contract. All expenditure reports submitted shall clearly reflect all required information specified regarding the services provided for which the claims are made. Expenditure reports shall be completed and forwarded to OHS within thirty (30) days after the last day of the months of March, June, September and December..

**F.4** OHS will review supporting documentation and confirm satisfactory performance prior to processing quarterly disbursements. OHS may request additional supporting documentation and disallow portions of an expenditure report pending satisfactory documentation as determined by OHS. CONTRACTOR attests that by submitting an expenditure report to the COUNTY it has completed all due diligence necessary and verified eligibility of HHAP-2 funding.

**F.5** Should CONTRACTOR fail to meet performance requirements; including, but not limited to, failure to submit timely reports as contractually required, failure to correct issues, inappropriate expenditure reporting, timely and accurate HMIS data entry, and meeting performance outcomes expectations, the COUNTY may discontinue quarterly disbursements to CONTRACTOR and change to a cost reimbursement methodology.

If CONTRACTOR continues to fail to meet performance requirements, the COUNTY may, at its sole and absolute discretion, invoke Section I.2 CORRECTION OF PERFORMANCE DEFICIENCIES of the Contract.

**F.6** CONTRACTOR shall accept all payments from the 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 the COUNTY required to process EFT payments.

**F.7** 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.8** 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.9** 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 self-insurance programs carried or administered by the COUNTY.

**G.5 Severability of Interests**

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

**G.6 Proof of Coverage**

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

**G.7 Acceptability of Insurance Carrier**

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

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

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

**G.9 Failure to Procure Coverage**

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

**G.10 Insurance Review**

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

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

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

**G.11 Insurance Specifications**

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

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

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

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

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

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

a. Premises operations and mobile equipment.

b. Products and completed operations.

c. Broad form property damage (including completed operations).

d. Explosion, collapse and underground hazards.

e. Personal injury.

f. Contractual liability.

g. $2,000,000 general aggregate limit.

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

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

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

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

**G.11.5** Professional Liability – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim and two million ($2,000,000) aggregate limits

**or**

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits

**or**

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

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

**G.11.6** Abuse/Molestation Insurance – CONTRACTOR shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars ($1,000,000) with a two million dollars ($2,000,000) aggregate limit.

## H. RIGHT TO MONITOR AND AUDIT

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

**H.2** The COUNTY or the State reserves the right to perform or cause to be performed a financial audit. At the request of the COUNTY or the State, CONTRACTOR shall provide, at its own expense, a financial audit prepared by a certified public accountant. If there are audit findings, CONTRACTOR must submit a detailed response acceptable to the COUNTY and/or the State for each audit finding within ninety (90) days from the date of the audit finding report.

**H.3** If audit findings reveal ineligible/disallowed expenditures, CONTRACTOR will be required to repay disbursed funds to the COUNTY.

**H.4** 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 minimum period of five (5) years after termination of 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. The following shall each constitute a breach of this Contract:

**I.1.1** CONTRACTOR's failure to comply with the terms and conditions of this Contract;

**I.1.2** Use of, or permitting the use of, HHAP-2 funds provided under this Contract for any ineligible activities; or

**I.1.3** Any failure to comply with the deadlines set forth in this Contract.

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

**I.2.1** Afford CONTRACTOR thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of the COUNTY.

**I.2.2** Notwithstanding any other provision of this Contract, the COUNTY may withhold payments to CONTRACTOR, if CONTRACTOR has been given notice of any deficiency(ies) and has failed to correct such deficiency(ies). Such deficiency(ies) may include, but are not limited to: failure to provide services described in this Contract; Federal, State, and COUNTY audit exceptions resulting from noncompliance; violations of pertinent Federal and State laws and regulations; and significant performance problems as determined by the COUNTY or State from monitoring visits.

**I.2.3** The COUNTY has the sole and absolute discretion to revoke full or partial provisions of the Contract, delegated activities or obligations, or application of other remedies permitted by State or Federal law when the COUNTY or State determines CONTRACTOR has not performed satisfactorily.

**I.2.4** 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 or disbursed to the CONTRACTOR under this Contract and the balance, if any, shall be paid by the CONTRACTOR upon demand.

**I.3** In addition to any other remedies that may be available to the COUNTY in law or equity for breach of this Contract, the COUNTY may:

**I.3.1** Bar the CONTRACTOR from applying for future HHAP-2 funds;

**I.3.2** Revoke any other existing HHAP-2 award(s) to the CONTRACTOR;

**I.3.3** Require the return of any unexpended HHAP-2 funds disbursed under this Contract;

**I.3.4** Require repayment of HHAP-2 funds expended under this Agreement; and

**I.3.5** Seek such other remedies as may be available under this Contract or any law.

**I.4** All remedies available to the COUNTY are cumulative and not exclusive.

## 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: Tom Hernandez, Chief of Homeless Services
215 North D. Street, Suite 301
San Bernardino, CA 92415-0044

Mountain Homeless Coalition
Attn: Susan Walker, Vice President
PO Box 9226
Cedarpines, Park, C 92322

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.

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

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

SAN BERNARDINO COUNTY

► _____

Curt Hagman, Chairman, Board of Supervisors

Dated: SEP 13 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

MOUNTAIN HOMLESS COALITION

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

By ► Susan V. Walker
42CE[redacted]
*(Authorized signature - sign in blue ink)*

Name Sue Walker
*(Print or type name of person signing contract)*

Title President
*(Print or Type)*

Dated: August 2, 2022

Address P.O. BOX 9226
Cedarpines Park, CA 92322

**FOR COUNTY USE ONLY**

Approved as to Legal Form
► Suzanne Bryant
Suzanne Bryant, Deputy County Counsel
Date August 2, 2022

Reviewed for Contract Compliance
►
Date

Reviewed/Approved by Department
►
Maritza Zepeda, Deputy Executive Officer
Date August 2, 2022

**Exhibit 1**

## HHAP-2 Award by Category

## Mountain Homeless Coalition

| | |
|---|---|
| **Category: Rental Assistance and Rapid Re-housing** | **$29,535** |

(Eligible expenditures will include (but not limited to): applications fees, landlord incentives, security deposits, moving costs, short-medium term rent subsidies, relocation costs, utility deposits and payments, rental and utility arrears payments, case management, and activity-service delivery costs)

| | |
|---|---|
| **Category: New Navigation Centers and Emergency Shelters** | **$60,000** |

(Eligible expenditures will include (but not limited to): bridge motel vouchers, CES coordination, essential services and basic needs resources, case management, service coordination, operating expenditures, and activity-service delivery costs)

| | |
|---|---|
| **TOTAL** | **$89,535** |

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**Exhibit 2**

## SCOPE OF WORK

## MOUNTAIN HOMELESS COALITION

Name of Project: HHAP-2: Mountain Housing and Supportive Services

Contractor's Mountain Housing and Supportive Services project will expand our current services and housing capacity to move homeless individuals and families or individuals and families at-risk of homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing using a best practice framework. Mountain Housing and Supportive Services project Scope of Work will include:

**Rental Assistance and Rapid Re-Housing:** Contractor's staff and volunteers will utilize light-touch housing navigation, case management and financial assistance to deliver rapid re-housing service interventions to help people experiencing homelessness quickly connect to permanent housing solutions they can afford. Service activities to be delivered to eligible participants will include but are not limited to: housing search assistance, lease negotiations, landlord incentives, rental application fees, moving costs, security deposits, short or medium-term rental subsidies, utility payments, rental and utility arrears payments, and housing stabilization case management services. RRH programs may fund the purchase of furnishings; or move in stipends that support food, household supplies, and hygiene products. MHC staff and Board members have the experience and capacity to provide these services. They will target families, unaccompanied women, disabled and seniors.

**New Navigation Center and Emergency Shelter**: Will provide temporary shelter at local motels along with essential service assistance and aggressive case management to quickly connect them with housing options and mainstream services including health and behavioral health, public benefits, employment programs, and social service agencies as needed to achieve housing stability. Service activities to be delivered to eligible participants will include but are not limited to: intake and assessment in coordination with the CES, bridge motel vouchers, assistance with basic needs like food, clothing and hygiene, case management, social service connections, housing navigation, and housing stabilization resources. The mountain has special challenges due to geographic isolation, lack of adequate mass transportation and weather extremes. There are no shelters on the mountain.

**Measurable Outcomes**

- At least 8 participants who are experiencing or at imminent risk of homelessness will achieve and maintain permanent housing stability at our Georgia Street Cabins project.
- Number of participants (7 out of 8) maintaining occupancy in low-barrier affordable housing units at Georgia Street Cabins for at-least 12 months.
- At least 20 participants who are at imminent risk of homelessness will achieve and maintain permanent housing stability through homeless prevention and diversion activities.
- Number of participants assisted with prevention and diversion activities who maintain occupancy in stable permanent housing for at-least 12 months.
- At least 15 participants who are literally experiencing homelessness will achieve and maintain permanent housing stability through rental assistance and rapid rehousing activities.
- Number of participants assisted with rental assistance and rapid rehousing activities who maintain occupancy in stable permanent housing for at-least 12 months.
- At least 20 participants who are experiencing or at imminent risk of homelessness will be assisted with temporary shelter and service navigation activities as a bridge to quickly connect them with housing and other service resources necessary to achieve permanent housing.

- Number of participants assisted with temporary shelter and service navigation activities who exit the program to stable permanent housing.

- At least 50 unduplicated persons experiencing homelessness in the Mountain Region will be engaged through outreach activities and receive assistance with meeting basic needs and access to a broad range of housing and stabilization services.

- Number of participants engaged through outreach activities and successfully connected with housing and/or stabilization services and resources.

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## HHAP-2 REPORTING REQUIREMENTS

**A.** Detailed reports containing, at minimum, the following information:

1. Amount awarded to Contractor with activity(ies) identified;
2. Contract expenditures;
3. Unduplicated number of homeless persons and households served by HHAP-2 funds;
4. Unduplicated number of persons and households at imminent risk of homelessness served by HHAP-2 funds;
5. Number of instances of service;
6. Increases in capacity for new and existing programs;
7. Number of unsheltered homeless persons and homeless households becoming sheltered; and
8. Number of homeless persons and homeless households entering permanent housing.
9. Number of homeless persons and households successfully exited from HHAP-2 (i.e., in permanent housing) that remain in permanent housing 12 months post-exit from HHAP-2.
10. Number of persons and households at imminent risk of homelessness successfully exited from HHAP-2 (i.e., in permanent housing) that remain in permanent housing 12 months post-exit from HHAP-2.

**B.** Breakdowns will be expected for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities defined by the U.S. Department of Housing and Urban Development:

1. Chronically homeless
2. Homeless veterans
3. Unaccompanied homeless youth
4. Homeless persons in families with children

**C.** Counts by subpopulation will not be required in cases where that information is unavailable but is expected in cases where client information is entered in the Homeless Management Information System (HMIS).

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**Exhibit 4**

Clients in Programs
1/1/2022 to 1/31/2022

# HMIS Client Data Report
# SAMPLE

ClientTrack™

*Report Criteria:*

Organizations: Your Agency's Information

Programs: Your Agency's Program Name

| ***Training Organization*** | Enrolled | Exited | Total | Clients |
|---|---|---|---|---|
| **TRN ESG Emergency Shelter (ES)** | 59 | 2 | 61 | 60 |

| Name | SSN Last 4 | Race | Gender | Age | Enroll Date | Exit Date | Days | Enrollment Length |
|---|---|---|---|---|---|---|---|---|
| Acuna, Antoinette | XXX-XX-0000 | American Indian, Alaska Native, or Indigenous | Female | 55 | 10/12/2015 | | 31 | 304 |
| Anderson, Jessie | XXX-XX-1001 | Asian or Asian American | Male | 52 | 6/4/2019 | | 31 | 73 |
| Ball, Lucille | XXX-XX-1002 | Asian or Asian American | Female | 36 | 12/3/2018 | | 31 | 1156 |
| Client, CSE | XXX-XX-1003 | White | Male | 45 | 9/8/2016 | | 31 | 1972 |
| Client13, Test13 | XXX-XX-1004 | Native Hawaiian or Pacific Islander | Male | 39 | 2/11/2020 | | 31 | 721 |
| Client14, Test13 | XXX-XX-1005 | Multi-Racial | Male | 48 | 11/7/2016 | | 31 | 1912 |
| Davis, Emma | XXX-XX-7999 | White | Female | 7 | 9/9/2019 | | 31 | 876 |
| Davis, Liam | XXX-XX-5544 | White | Male | 34 | 9/9/2019 | | 31 | 876 |
| Doe, Jane | XXX-XX-1111 | White | Female | 9 | 7/24/2019 | | 31 | 923 |
| Doe, John Jacob Jr | | White | Male | 59 | 7/24/2019 | | 31 | 923 |
| Garcia, Hector | XXX-XX-4411 | White | Male | 2 | 9/23/2020 | | 31 | 496 |
| Garcia, Jose | XXX-XX-4113 | White | Male | 37 | 7/31/2016 | | 31 | 2011 |
| Garcia, Maria | XXX-XX-4111 | White | Female | 32 | 2/2/2015 | | 31 | 2556 |
| Garcia, Martha | XXX-XX-5411 | White | Female | 18 | 9/23/2020 | | 31 | 496 |
| Hemington, Alice | XXX-XX-6111 | White | Female | 46 | 1/28/2019 | | 31 | 1100 |
| homeless, me | XXX-XX-1112 | Asian or Asian American | Male | 51 | 3/21/2017 | | 31 | 1778 |
| Johnson, Jeff | XXX-XX-2111 | Multi-Racial | Male | 34 | 1/3/2022 | 1/11/2022 | 9 | 9 |
| Johnson, Jim | XXX-XX-3111 | White | Male | 17 | 1/3/2022 | 1/12/2022 | 10 | 10 |

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**SAMPLE**

HUD Data Quality Report

12/2/2019 to 12/2/2020

Report Criteria

Organizations: Agency Name

Programs: Name of HHAP Project

## Q1. Report Validation Table

| | |
|---|---|
| Total Number of Persons Served | 141 |
| Number of Adults (age 18 or over) | 119 |
| Number of Children(under age 18) | 22 |
| Number of Persons with Unknown Age | 0 |
| Number of leavers | 96 |
| Number of adult leavers | 84 |
| Number of adult and head of household leavers | 84 |
| Total Number of Stayers | 45 |
| Number of Adult Stayers | 35 |
| Number of Veterans | 59 |
| Number of Chronically Homeless Persons | 50 |
| Number of youth under age 25 | 2 |
| Number of parenting youth under age 25 with children | 1 |
| Number of Adult Heads of Household | 100 |
| Number of child and unknown-age heads of household | 0 |
| Heads of households and adult stayers in the project 365 days or more | 4 |

## Q2. Personally Identifiable Information (PII)

| Data Element | Client Doesn't Know / Refused | Information Missing | Data Issues | % of Error Rate |
|---|---|---|---|---|
| Name (3.1) | 0 | 0 | 0 | 0.00% |
| Social Security Number (3.2) | 1 | 0 | 0 | 0.71% |
| Date of Birth (3.3) | 0 | 0 | 0 | 0.00% |
| Race (3.4) | 0 | 1 | | 0.71% |
| Ethnicity (3.5) | 0 | 0 | | 0.00% |
| Gender (3.6) | 0 | 0 | | 0.00% |
| Overall Score | | | | 1.42% |

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**Exhibit 5**

HUD Data Quality Report

12/2/2019 to 12/2/2020

ClientTrack™

## Q3. Universal Data Elements

| Data Element | Error Count | % of Error Rate |
|---|---|---|
| Veteran Status (3.7) | 0 | 0.00% |
| Project Entry Date (3.10) | 0 | 0.00% |
| Relationship to Head of Household (3.15) | 0 | 0.00% |
| Client Location (3.16) | 2 | 2.00% |
| Disabling Condition (3.8) | 11 | 7.80% |

## Q4. Income and Housing Data Quality

| Data Element | Error Count | % of Error Rate |
|---|---|---|
| Destination (3.12) | 0 | 0.00% |
| Income and Sources (4.2) at Start | 7 | 5.88% |
| Income and Sources (4.2) at Annual Assessment | 4 | 100.00% |
| Income and Sources (4.2) at Exit | 0 | 0.00% |

## Q5. Chronic Homelessness

| Entering into project type | Count of total records | Missing time in institution (3.917.2 ) | Missing time in housing (3.917.2) | Approximate Date started (3.917.3) DK/R/missing | Number of times (3.917.4) DK/R /missing | Number of months (3.917.5) DK/R/missing | % of records unable to calculate |
|---|---|---|---|---|---|---|---|
| ES, SH, Street Outreach | 30 | | | 2 | 10 | 5 | 36.67% |
| TH | 0 | 0 | 0 | 0 | 0 | 0 | 0.00% |
| PH (all) | 89 | 0 | 2 | 0 | 0 | 1 | 3.37% |
| Total | 119 | | | | | | 11.76% |

## Q6. Timeliness

| Time for Record Entry | Number of Project Start Records | Number of Project Exit Records |
|---|---|---|
| 0 days | 16 | 12 |
| 1-3 Days | 9 | 25 |
| 4-6 days | 12 | 7 |
| 7-10 days | 16 | 6 |
| 11+ days | 39 | 46 |

## Q7. Inactive Records: Street Outreach & Emergency Shelter

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HUD Data Quality Report

12/2/2019 to 12/2/2020

ClientTrack™

| Data Element | # of Records | # of Inactive Records | % of Inactive Records |
|---|---|---|---|
| Contact (Adults and Heads of Household in Street Outreach or ES - NBN) | 0 | 0 | 0.00% |
| Bed Night (All clients in ES - NBN) | 0 | 0 | 0.00% |

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**Exhibit 6**

**State of California**
**WELFARE AND INSTITUTIONS CODE**
**Section 8255**

8255. For purposes of this chapter:

(a) "Coordinating council" means the Homeless Coordinating and Financing Council established pursuant to Section 8257.

(b) "Core components of Housing First" means all of the following:

(1) Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.

(2) Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."

(3) Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.

(4) Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.

(5) Participation in services or program compliance is not a condition of permanent housing tenancy.

(6) Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes.

(7) The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.

(8) In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than "first-come-first-serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.

(9) Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.

(10) Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.

(11) The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

(c) "Homeless" has the same definition as that term is defined in Section 91.5 of Title 24 of the Code of Federal Regulations.

(d) (1) "Housing First" means the evidence-based model that uses housing as a tool, rather than a reward, for recovery and that centers on providing or connecting homeless people to permanent housing as quickly as possible. Housing First providers offer services as needed and requested on a voluntary basis and that do not make housing contingent on participation in services.

(2) (A) "Housing First" includes time-limited rental or services assistance, so long as the housing and service provider assists the recipient in accessing permanent housing and in securing longer-term rental assistance, income assistance, or employment.

(B) For time-limited, supportive services programs serving homeless youth, programs should use a positive youth development model and be culturally competent to serve unaccompanied youth under 25 years of age. Providers should work with the youth to engage in family reunification efforts, where

appropriate and when in the best interest of the youth. In the event of an eviction, programs shall make every effort, which shall be documented, to link tenants to other stable, safe, decent housing options. Exit to homelessness should be extremely rare, and only after a tenant refuses assistance with housing search, location, and move-in assistance.

(e) "State programs" means any programs a California state agency or department funds, implements, or administers for the purpose of providing housing or housing-based services to people experiencing homelessness or at risk of homelessness, with the exception of Federally funded programs with requirements inconsistent with this chapter or programs that fund emergency shelters.

(Added by Stats. 2016, Ch. 847, Sec. 2. (SB 1380) Effective January 1, 2017.)