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SAN BERNARDINO COUNTY

Contract Number 21-749

SAP Number

Community Revitalization

Department Contract Representative	Tom Hernandez Chief of Homeless Services
Telephone Number	909-501-0610
Contractor	Social Work Action Group – SWAG
Contractor Representative	Monica Sapien
Telephone Number	1(833)792-4674
Contract Term	October 5, 2021 – September 30, 2022
Original Contract Amount	N/A
Amendment Amount	N/A
Total Contract Amount	$2,000,000
Cost Center	9200002715

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to provide Homeless Street Outreach and Engagement, Housing Navigation, and Case Management services; and

WHEREAS, the County conducted a competitive process to find Social Work Action Group (Contractor) to provide these services, and

WHEREAS, Contractor has the required qualifications, experience, and expertise to provide services; and

WHEREAS, the County finds Contractor qualified to provide these services; 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 At-Risk of Chronic Homelessness: Persons qualifying under this definition are persons who are at high-risk of long-term or intermittent homelessness, including:

- Pursuant to Welfare and Institutions Code Section 5849.2, persons exiting institutionalized settings, such as jail or prison, hospitals, institutes of mental disease, nursing facilities, or long-term residential substance use disorder treatment, who were Homeless prior to admission to the institutional setting;
- Transition-Age Youth experiencing homelessness or with significant barriers to housing stability, including, but not limited to, one or more evictions or episodes of homelessness, and a history of foster care or involvement with the juvenile justice system; and others as set forth below;
- Persons, including Transition-Age Youth, who, prior to entering into one of the facilities or types of institutional care listed herein, had a history of being Homeless: a state hospital, hospital behavioral health until, hospital emergency room, institute for mental disease, psychiatric health facility, mental health rehabilitation center, skilled nursing facility, developmental center, residential treatment program, residential care facility community crisis center, board and care facility, prison, parole, jail or juvenile detention facility, or foster care. Having a history of being Homeless means, at a minimum, one or more episodes of homelessness in the 12 months prior to entering one of the facilities or types of institutional care listed herein. The CES, or other local system used to prioritize persons At-Risk of Chronic Homelessness for available assisted Units may impose longer time periods to satisfy the requirement that persons under this paragraph must have a history of being Homeless.

A.2 Barriers: Temporary or long term personal or other problems/issues that interfere with participation, employment, or job search.

A.3 Board: The San Bernardino County Board of Supervisors.

A.4 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.5 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.6 Chronically Homeless: As stated in the U.S Department of Housing and Urban Development (HUD) Definition of Chronically Homeless final rule:

1. A "homeless individual with a disability," as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:

   An individual who can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 U.S.C. 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability.

   a. Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and

   b. Has been homeless and living as described in paragraph (1)(i) of this definition continuously for at least 12 months [one year] or on at least 4 separate occasions in

the last 3 years, [where each homeless occasion was at least 15 days] as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1)(i). Stays in institutional care facilities for fewer than 90 days will not constitute a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;

2. An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
3. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

A.7 **Contractor:** Social Work Action Group.

A.8 **Coordinated Entry System (CES):** A centralized or coordinated process designed to coordinate program participant intake, assessment, and provision of referral. A centralized or coordinated assessment system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.

A.9 **San Bernardino County (County):** A political subdivision of the State of California.

A.10 **Department of Behavioral Health (DBH):** DBH is responsible for providing mental health and/or substance use disorder services to County residents who are experiencing mental illness and/or substance use disorders. DBH provides treatment services and education for communities and residents of San Bernardino County through contracts with community based organizations and County operated clinics with the goal of promoting prevention, intervention, recovery, and resiliency for individuals and families.

A.11 **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.12 **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.13 **Family:** Is used interchangeably with "applicant", "participant", "household" or "consumer."

A.14 **Field-based Treatment**: Working with consumers where they live rather than bringing them to an office or requiring that they travel to the provider.

A.15 **General Service Area**: The geographically defined area where a service entity provides outreach and direct services to homeless people. The pilot will focus on the cities of the Central Valley: Colton, Fontana, Rialto and San Bernardino, Bloomington, Muscoy and the unincorporated area(s) in the 5th District.

A.16 **Health Insurance Portability and Accountability Act of 1996 (HIPAA):** A set of rules to be followed by doctors, hospitals, and other health care providers to ensure that all medical records, medical billing, and patient accounts meet certain consistent standards with regard to documentation, handling, and privacy.

A.17 **Homeless**: An individual who lacks a fixed, regular, and adequate nighttime residence; as well an individual who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations, an institution that provides a temporary residence.

A.18 **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.19 **Housing Education**: Housing education will inform the individual about the housing process and navigating county housing services. This includes assistance with acquiring any paperwork, documentation or identification necessary to apply for available housing and benefits. Much of the focus will be on housing readiness and increasing system understanding so individuals can make informed decisions about resources that may be available to them.

A.20 **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.21 **Housing Navigation**: Focuses on helping homeless individuals with developing a housing plan, addressing the barriers identified during the plan or during regular navigation activities, and assisting the person with acquiring documentation and completing forms required for housing

A.22 **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.23 **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.24 **Landlord:** An individual, firm, corporation, partnership, owner or similar entity; or a designated property manager that holds title to the housing.

A.25 **Mental Health Service Activities**: Mental health services are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency. Services shall be directed toward achieving the consumer's goals/desired result/personal milestones.

1. Assessment is a clinical analysis of the history and current status of the consumer's mental, emotional, or behavioral disorder. Relevant cultural issues and history may be included where appropriate. Assessment may include diagnosis and the use of testing procedures.
2. Case Management/Brokerage services are activities provided by program staff to access and monitor medical, educational, social, prevocational, rehabilitative, or other needed community services for eligible consumers.
3. Crisis Intervention is a rapid emergency response service enabling the consumer to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis is an unplanned event that results in the consumer's need for immediate service intervention.
4. Medication Support Services include staff persons practicing within the scope of their professions by prescribing, administering, dispensing and/or monitoring of psychiatric medications or biologicals necessary to alleviate the symptoms of mental illness.

5. Therapy is a service activity that may be delivered to a consumer or group of consumers, and may include family therapy (when the consumer is present). Therapeutic interventions are consistent with the consumer's goals/desired results and may focus on symptom reduction as a means to improve functional impairments.
6. Rehabilitation is a service activity that may include any or all of the following:
    a. Assistance in restoring or maintaining a consumer's or group of consumer's functional skills, daily living skills, social skills, grooming, personal hygiene skills, meal preparation skills, medication compliance, and support resources.
    b. Counseling of the consumer and/or family.
    c. Training in leisure activities needed to achieve the consumer's goals/desired results/personal milestones.

A.26 **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.27 **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.28 **Outreach and Engagement**: Focuses on interacting with individuals experiencing homelessness in the community and where they live. The Outreach and Engagement Teams will engage individuals and families using harm reduction and the recovery model to help them identify needs and possible resources in an effort to move toward wellness and reduce suffering.

A.29 **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.30 **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.31 **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.32 **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.33 **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.34 **Substance Use Disorder and Recovery Services (SUDRS):** Provides a full range of substance use disorder treatment services for San Bernardino County communities and residents. Services are available to all County residents regardless of race, religion, gender, sexual orientation, or

disability including chronic illness or HIV. Services include timely and consistent assessment, defined and time-limited treatment that removes substance use as a barrier to employment, effective communication regarding participation in treatment, ongoing support for continued employment, and recovery from substance use disorders; and electronic tracking of all services.

A.35 **Super-Utilizers:** Individuals that incur significant costs or resource usage such as emergency room stays, psychiatric holds/emergencies, law enforcement and community calls for service.

A.36 **Supportive Housing**: Permanent housing programs in which participants receive subsidized affordable housing services, and other case management and self-sufficiency supports to help consumers maintain their residency and improve self-sufficiency.

A.37 **Target Population**: Chronically homeless and "Super-Utilizers" of emergency mental health facilities/5150s, emergency medical visits/resources and jail bookings in the cities and unincorporated area of District 5.

A.38 **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.39 **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.

A.40 **VI-SPDAT (Vulnerability Index and Service Prioritization Decision Assistance Tool):** The VI-SPDAT is an evidence based assessment tool that is administered both to individuals and families to determine risk and prioritization when providing assistance to homeless and at-risk of homelessness persons.

B. CONTRACTOR RESPONSIBILITIES

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 B.2 **Scope of Work** and Exhibit 3 – SCOPE OF WORK 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

1. **Project goal and objectives** – OHS is launching a short-term pilot project to improve, expand, enhance, and augment the local homeless response system with the ultimate goal of maximizing and expediting the number of individuals assisted out of homelessness. The pilot project will allow both the provider and the County to understand better County and community resources in addressing the challenges and needs of the

homeless population. The pilot project hopes to identify areas of duplication, build efficiencies and improve coordination. OHS will serve as the agency overseeing all aspects of this contract.

The program's overall goal is to improve, expand, enhance, and augment the local homeless response system to assist individuals out of homelessness.

2. **CONTRACTOR's objectives –**

CONTRACTOR shall:

Outreach and Engagement:

- Engage individuals in the field in coordination with the County's InnROADs team
- Complete the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT)
- Enter person's information into CES and the Homeless Management Information System (HMIS)
- Link individuals to Homeless Provider Network to explore housing options
- Help individuals to acquire paperwork and documents needed
- Obtain/complete Verification of Homelessness
- Complete benefits application and assistance for:
  - Obtaining Medi-Cal
  - General Relief
  - CalFresh
  - Cash Assistance Program for Immigrants (CAPI)
  - Welfare-to-Work
- Make spontaneous and regularly scheduled drop-ins at local shelters, clubhouses, encampments, etc.
- Link individuals to resources in the community and provide a warm hand-off to services:
  - Department of Behavioral Health
    - Mental Health Services
    - Substance Use Disorder Treatment
  - Department of Aging and Adult Services
    - In-Home Supportive Services
    - Nutrition Services
    - Age Wise Mental Health Program for high-risk older adults
  - Medical
  - Dental
- Provide or arrange for transportation to services appointments
- Purchases for clients that promote housing and engagement
- Assist in increasing income
  - Referrals to employment
  - Linkage to provider to assist in obtaining Social Security Disability Income

- Provide field-based psychoeducation, system navigation training, health navigation training, and other types of individual and community education as needed
- Support individuals in their interactions with other service providers

Housing Navigation:

- Seek to move homeless individuals off the streets into shelters, hotels, transitional or bridge housing
- Develop a housing plan with each homeless individual
- Identify barriers to housing and plan to address them
- Help individuals to acquire paperwork and documents needed for housing
- Arrange for and accompany individual/family through housing process
- Complete applications to landlords in coordination with DBH Homeless Outreach Support Team (HOST)
- Complete subsidy applications and recertifications in coordination with HOST
- Offer assistance to tenants in requesting and obtaining a reasonable accommodation
- Provide/Arrange for security deposits
- Assist tenant with move in once housing is obtained
- Acquire basic necessities
- Arrange for utility deposits
- Advocating with Property Management and other services providers

Tenancy Supports/Housing Retention:

- Providing early identification and intervention for behaviors that may jeopardize housing, such as late rental payment and other lease violations;
- Education and training on the tenant and landlord's roles, rights, and responsibilities; lodger and owner, shelter participation.
- Coaching on developing and maintaining critical relationships with landlords/property managers to foster successful tenancy;
- Assistance in resolving disputes with landlords and/or neighbors to reduce risk of eviction or other adverse action;
- Advocacy and linkage with community resources to prevent eviction when housing is, or may potentially become, jeopardized;
- Coordinating with the individual on a regular basis to reflect current needs and address existing or recurring housing retention barriers; and
- Continuing training in being a good tenant and lease compliance, including ongoing support with activities related to household management.
- Assisting with residents' daily living activities and linking them to other supportive services and physical health care services in order to continue to improve their independent living skills
- Working to promote lease compliance and successful tenancy
- Offering assistance to tenants in requesting and obtaining a reasonable accommodation during the tenancy
- Working with eligible households in imminent danger of losing their housing including, being evicted to avoid finalization of the eviction process through voluntary departure.

- Ongoing communication with InnROADs or HOST regarding rental subsidy oversight
- Assist consumer with additional moves if required
- Maintain ongoing relationship with the Case Manager and housed consumer

Case Management:

- Individual Service and Support Plan development
- Coordination with medical, dental and mental health providers
- Coaching and Crisis intervention
- Transportation to appointments
- Independent living skills coaching
- Linkages to education, job skills training, and employment or assist with acquiring benefits
- Maintain the ongoing relationship with the Tenancy Supports staff.
- Work with local communities to recommend improvements and implement changes to homeless response systems.

Collaboration:

- CONTRACTOR is required to coordinate and work with multiple partners during the project. San Bernardino County is dedicated to addressing the region's unique needs through the coordination of County, community, and local efforts. As part of the Homeless Street Outreach and Engagement, Housing Navigation, Tenancy Supports and Case Management Pilot Project, these partners will strive to work together to provide services that will improve housing accessibility, food stability, and access to healthcare through the provision of outreach and engagement, and case management.
- The CONTRACTOR will collaboratively access resources, ensuring activities with InnROADs and other agencies are coordinated to provide a well-rounded, comprehensive set of services to improve homeless services.

Staffing –

Licensed Clinical Therapist (1FTE)

Under direction, supervises a work unit of Outreach Workers engaged in providing a broad range of social services to individuals to enhance their capacity for social functioning; performs related duties as required.

Positions in this class serve as first line supervisors of a group of Outreach Workers who are assisting homeless individuals

Examples of Duties:

- Duties may include, but are not limited to, the following:
- Assigns, supervises, evaluates and is responsible for the work of a unit of Outreach Workers providing direct and/or referral services to clients in categorical aid or specialized non aid programs.
- Reviews and evaluates case records for accuracy and completeness.
- Provide clinical and administrative consultation to their staff; screening prospective clients for appropriateness of program services; intervening in crisis situations; and participating in providing rehabilitative mental health/substance abuse services.
- Assists staff with special case situations and advises them with respect to complex problems.

- Using both individual and group meetings, provides training for staff in areas which are pertinent to job performance and achievements of departmental goals and objectives.
- Explains public assistance programs and provides information about services available through other social resources. As directed, represents agency in the community.
- Composes correspondence and reports.
- Provides vacation and temporary relief as required.

Outreach Worker (12 FTE)

Education: Must meet one (1) of the following options:

Option 1: Thirty (30) semester (45 quarter) units of completed coursework from an accredited college in behavioral or social science.

Option 2: Sixty (60) semester (90 quarter units) of completed coursework from an accredited college, which includes 15 semester (23 quarter) units in behavioral science. Psych Tech courses and Alcohol and Drug Certificate courses completed as part of a vocational program are acceptable and will be evaluated for equivalent units.

AND

Must have previous experience working with individuals that are experiencing homelessness.

Essential Expertise and Skills

- Linkages to education, job skills training, and employment or assist with acquiring benefits
- Maintain the ongoing relationship with the Tenancy Supports staff
- Experience providing street outreach to unsheltered homeless populations
- Experience working with social and health care public agencies
- Data collection, analysis, and reporting
- Experience working with high-risk individuals with complex health care needs
- Experience in providing care coordination, navigation, and intensive case management.
- Strong facilitation skills
- Ability to communicate clearly with a variety of stakeholders
- Understand the concept of cultural competence and its importance in service delivery practices.
- Professionalism and excellent customer service
- Neutrality
- Excellent verbal, written, and visualization skills
- 1:25 Caseload

Professional Development and Training:

- Staff will show completion of training, within the first 90 days of hire, of the following evidence based practices:
  - Housing First
  - Motivational Interviewing
  - Listen, Empathize, Agree and Partner (LEAP)
  - SSI/SSDI Outreach, Access, and Recovery (SOAR)
  - Trauma-Informed Care Practices
- Each staff member is mandated to attend at least 4 hours of Cultural Competency Training per year.

Staff Hours of Coverage:

Services must be provided a minimum of 40 hours per week.

Reporting Requirements:

- CONTRACTOR shall work in collaboration with OHS for accurate data collection.
- Collaboration will include, but is not limited to the following:
  - Collect, analyze, and report on evaluation elements and their outcomes as defined by OHS
  - Provide support and assistance to OHS in reporting efforts
  - Enter all records of engagement into ESRI app
  - Enter required records into the Homeless Management Information System (HMIS).

    Due to the source of funds contractor will have to submit eligible expenses with backup documentation for reimbursement to OHS.

See Exhibit 3 for additional information.

B.3 Administrative Requirements

B.3.1 Data Reporting

a. Contractor will submit to OHS detailed reports containing information listed in Exhibit 1 –REPORTING REQUIREMENTS.

b. Contractor shall submit additional reports as required by the State or County.

B.3.2 Equipment and Other Property

All equipment, materials, supplies or property of any kind (including vehicles, publications, copyrights, etc.) purchased with program 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 or after the Contract end date shall be eligible for reimbursement with program 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.3.3 Financial Management

a. Review, understanding, and certification that quarterly expenditure reports submitted to the County meet eligible expenses under County and State requirements. The County shall have no obligation to advance or pay Contractor with any funds other than program 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 program 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 budget without first obtaining approval. No more than the amounts specified in Exhibit 2 – BUDGET 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 funds and property acquired or improved with 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.3.4 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 program 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 –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 the program and the eligible uses identified in California Health and Safety Code Sections 50218 and 50219.

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 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 funds.

3) Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. Program funds cannot

replace local funds that are committed to an existing or developing homeless assistance program.

h. 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.

i. Any housing-related activities funded with program 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).

j. 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.

k. 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.

l. 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 50214. Changes in the Contract award will be done after consultation with Contractor. Such changes shall be incorporated into this Contract by written amendment(s).

B.3.5 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.3.6 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 program 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 program 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.3.7 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 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 Disbursement Request form.

c. Contractor shall submit a copy of HMIS reports 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
San Bernardino County
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 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 4. 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.3.8 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. Program must align and comply with the core components of Housing First as defined in California Welfare and Institutions Code Section 8255(b).

B.3.9 Job Training and Employment

Contractor agrees to refer 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.3.10 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 program funding.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

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

C.2 Contract Amendments

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

C.3 Contract Assignability

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

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney 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.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (d) 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.7 Change of Address

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

C.8 Choice of Law

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

C. 9 Compliance with County Policy

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

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

C.10 Confidentiality

Contractor shall 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.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Internship Initiative

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

C.13 County Representative

The *Chief of Homeless Services* of his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.14 Damage to County Property

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

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C. 15 Debarment and Suspension

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

C.16 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

C.16.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

C.16.2 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.16.3 Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

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

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

C.17 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.18 Employment Discrimination

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

C.19 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.20 Improper Influence

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

C.21 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any

items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

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

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

C.22 Informal Dispute Resolution

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

C.23 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.24 Licenses, Permits and/or Certifications

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

C.25 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.26 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.27 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.28 Notice of Delays
Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.29 Ownership of Documents
All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.30 ***Reserved.***

C.31 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.32 Records
Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

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

C.33 Relationship of the Parties
Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.34 Release of Information
No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.35 Representation of the County
In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.36 Strict Performance

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

C.37 Subcontracting

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

For any subcontractor, Contractor shall:

37.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

37.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

37.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C. 38 Subpoena

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

C.39 Termination for Convenience

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.40 Time of the Essence

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

C.41 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action

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

C.42 Conflict of Interest

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

C.43 Former County Administrative Officials

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

C.44 Disclosure of Criminal and Civil Procedures

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

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

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the

individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

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

C.45 Copyright

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

C.46 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

C.47 Iran Contracting Act

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

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of 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.48 Reserved.

C. 49. Reserved.

D. TERM OF CONTRACT

This Contract is effective as of October 5, 2021 and expires September 30, 2022 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 *reimbursement* under this Contract shall not exceed $2,000,000 and shall be based on Exhibit 2 – Program Budget, and shall be subject to availability of funds. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

F.2 Contractor shall submit monthly claims for reimbursement of eligible expenses incurred no later than 10 days from the close of the prior month. All claims submitted shall clearly reflect all reporting requirements and clearly itemize expenses incurred.

F.3 Upon Contract signing and full execution, the County shall pay Contractor $500,000 as an advance payment for Homeless Street Outreach and Engagement, Housing Navigation, and Case Management services.

The County shall recoup the balance of $500,000 of the advance payment equal to a cumulative 1/8 of the advance from subsequent monthly reimbursement claims through June 30, 2022. The County may withhold payment from the last invoice of Fiscal Year 2021-22 if the advance payment has not been fully recouped.

F.4 Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

F.5 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.6 if applicable, costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

F.7 if applicable, 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.8 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 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 state of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

G.11.6 **Reserved.**

G.11.7 **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

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

H. RIGHT TO MONITOR AND AUDIT

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

H.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

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

a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
c. Withhold funds pending duration of the breach; and/or
d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

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

Social Work Action Group
Attn: Monica Sapien
301 N. Spring Street
Lake Elsinore, CA 92530

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: OCT 05 2021

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 the San Bernardino County

By _____
Deputy

Social Work Action Group

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

By ► DocuSigned by: Monica Sapien
(Authorized signature - sign in blue ink)

Name Monica Sapien
(Print or type name of person signing contract)

Title Executive Director
(Print or Type)

Dated: 9/30/2021

Address 301 North Spring Street
Lake Elsinore, CA 92530

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► DocuSigned by: Suzanne Bryant	►	►
Suzanne Bryant, Deputy County Counsel		
Date 10/1/2021	Date	Date

EXHIBIT 1

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;
4. Unduplicated number of persons and households at imminent risk of homelessness served;
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 (i.e., in permanent housing) that remain in permanent housing 12 months post-exit from the program.
10. Number of persons and households at imminent risk of homelessness successfully exited from (i.e., in permanent housing) that remain in permanent housing 12 months post-exit from the program.

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).

EXHIBIT 2

PROGRAM BUDGET

Item/Quantity	Unit Cost	Total Amount
Outreach Specialist (6)	93,852	563,112
Case Mangers (4)	104,800	419,200
Project Coordinator (2)	114,708	229,416
Project Manager	135,564	135,564
Np/LCSW (1)	145,992	145,992
HMIS/Data Entry (1)	93,852	93,852
Technology/Supplies	55,000	55,000
Office Space/Utilities	54,000	54,000
Transportation	140,000	140,000
Administrative Fee	46,926	46,926
Contingency	116,937	116,937
Grand Total	**$1,999,999**	**$1,999,999**

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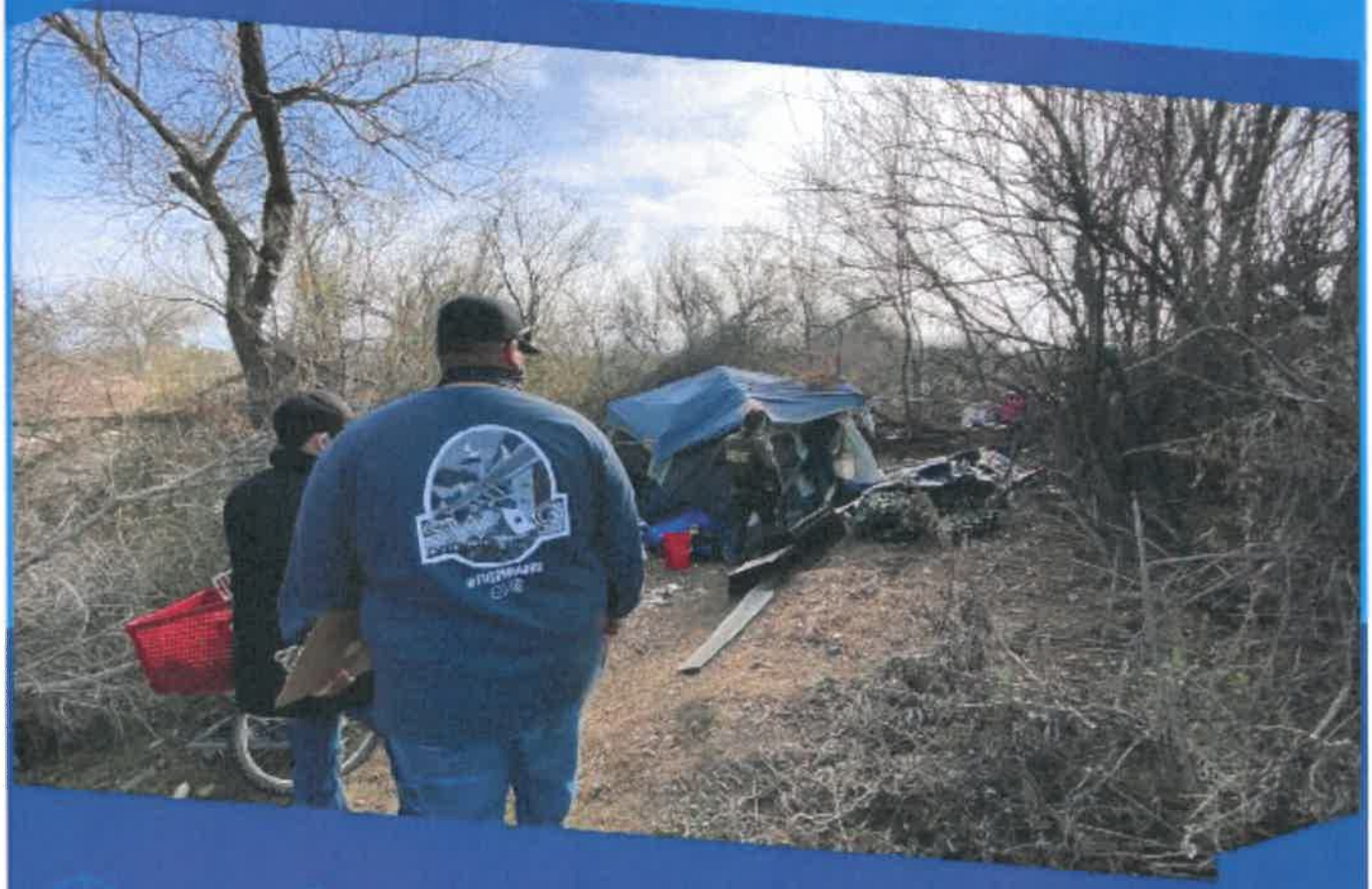
EXHIBIT 3

Social Work Action Group

SAN BERNARDINO COUNTY, 5TH SUPERVISORY DISTRICT HOMELESS SERVICES PLAN

2021-2022



SOCIAL WORK ACTION GROUP (SWAG) THESWAG.ORG

SAN BERNARDINO COUNTY

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EXHIBIT 3

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EXHIBIT 3

About Social Work Action Group (SWAG)

The SWAG team, formed in 2017, is made up of individuals who have diverse education and experience in social services. Our expertise is in program design and implementation of direct services to those experiencing homeless. SWAG team members have extensive experience dealing with homelessness at the city, county, and federal levels and have specific qualifications including a Nurse Practitioner, supervising Medical Doctor, licensed substance abuse counselors and social workers. Team members have direct street outreach experience, supportive housing case management, and management of homeless housing programs such as operating Emergency Housing/Shelters, Tenant-Based Rental Assistance, Emergency Solutions Grants, Crisis Stabilization, Rapid Rehousing for individuals and families, and Permanent Supportive Housing for individuals and families experience. Our innovative and systematic approach towards addressing homelessness is not geared towards the services themselves, but rather the ultimate outcome of measurable success.

Mission

SWAG's mission is to advocate, educate, and inspire marginalized individuals and families in the Inland Empire to achieve sustainable independence through community support.

Vision

Restoring humanity, one person at a time.

Approach

SWAG's innovative and systematic approach towards addressing homelessness is not geared towards the services themselves, but rather the ultimate outcome of measurable success. For example, when addressing homelessness, an emergency shelter stay is a very temporary result, and we are looking for a series of results that will equal a permanent housing solution. To further expand, a full-range of supportive services are utilized to address the whole person. SWAG provides crisis stabilization, medical services, behavioral health and substance abuse services and connection to more intensive services.

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Executive Summary

A growing number of people are experiencing homelessness in San Bernardino County, a common situation across California and the United States. During 2020, an estimated 2,390 people in San Bernardino County experienced homelessness. 1,233 people were homeless in San Bernardino's 5th district, which include Bloomington, Colton, Fontana, Muscoy, Rialto, and San Bernardino. A significant number of this population are classified as chronically homeless, defined as being without shelter for 12 + months and having a disabling condition, such as a physical health condition, mental health condition, and/or substance abuse disorder. Without stable housing, chronically homeless individuals cycle in and out of hospital emergency rooms, inpatient hospital stays, psychiatric centers, detoxification programs, and jails resulting in higher cost impacts to local government.

San Bernardino provides a diverse but fragmented array of medical and mental health care, substance abuse treatment, housing and social services. These services are under-coordinated and frequently geographically dispersed. Access to safety-net housing, mental health, and treatment is limited. Most services focus on the low-income population. Some programs have extensive waiting lists and most have multiple complex steps required to access services. The number of emergency shelter beds in San Bernardino County are insufficient to meet the demand for shelter, transitional, and permanent housing. Similarly, there are insufficient numbers of inpatient psychiatric and residential drug treatment beds.

A strategic plan has been developed to address the issues of homelessness in the 5th Supervisory District of San Bernardino County. The plan includes strategies that visibly reduce the number of unsheltered homeless individuals, which is known as the chronically homeless population. This will be through prioritizing comprehensive outreach for individuals living on the streets and other places not meant for human habitation.

Purpose

The overall purpose of this plan is to work together with the community and service providers to create immediate solutions to address and reduce chronic homelessness in Supervisory District 5 in San Bernardino County. SWAG will coordinate outreach efforts with the cities of Colton, Fontana, Rialto, and San Bernardino. SWAG will also work with local law enforcement agencies, faith-based groups, nonprofits, businesses and community members to collaborate with one another. SWAG will provide consistent and intensive case management services to individuals living on the streets. Assisting these most vulnerable and service resistant individuals will result in a direct savings to city/county facilities and staff; such as, law enforcement, paramedics/fire, and businesses. This will improve the overall quality of life for San Bernardino County.

To truly combat homelessness, we must share a **collaborative vision to work together as a community to do "whatever it takes"** to provide immediate solutions and interventions to the chronically homeless population through partnerships and community resources. We will not support the notion that "they don't want the help" as we believe everyone desires and deserves safe and stable permanent housing. The focus is not for the individual to adapt to the program, instead we must adapt to the individual.

SWAG will work with San Bernardino County Behavioral Health and Sheriff HOPE Team, local police departments, and local hospitals to identify the top 50 individuals that are both chronically homeless and "Super-Utilizers" of emergency mental health facilities/5150's, emergency medical visits/ resources and jail bookings. **SWAG will assist a minimum of 25 "Super Utilizers" and a minimum of 50 chronically homeless individuals to exit life on the streets** through connection to mental health and substance abuse treatment and emergency, transitional and permanent housing.

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EXHIBIT 3

SWAG will provide consistent outreach and case management services to those most in need with the ultimate goal of permanent housing. SWAG will reduce the homeless population both visibly and documented through the annual Point-in-Time Count. Simultaneously, SWAG will engage, educate, and encourage the community of San Bernardino to collaborate efforts and spread the message of Responsible Compassion.

In 2017, the University of California, Irvine and The United Way, published "Homelessness in Orange County: The Costs to our Community" that studies the overall costs a community incurs by proactively and reactively serving homeless individuals. The study concludes that per year, on average, chronically homeless individuals cost a community **$100,759 per person,** while the top 10% or whom we are calling "Super-Utilizers" **cost a community $439,787 per person.** In assisting the 75 identified homeless individuals, the 5th Supervisory District will see a cost savings of up to **$16,032,625.**

50 Chronically Homeless x $100,759 = **$5,037,950**
25 "Super Utilizers" x $439,787 = **$10,994,675**

Sum of all Annual Costs: $16,032,625

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EXHIBIT 3

Outreach to the Community at Large

The most successful models to address homelessness are developed through robust community engagement. Diversity of thought, experience, resources, and program philosophies facilitate the development of solid public/private partnerships and models. Additional benefits of community engagement include:

SWAG and the Rialto Chick-fil-a team.

- Provide opportunities for community residents and businesses to express concerns and participate in solutions.
- Foster community buy-in and ownership.
- Bring together diverse stakeholder groups that were not previously working together.
- Increase transparency. Build trust. Increase understanding. Improve communication.
- Develop methods to resolve conflicts.
- Establish local networks of community stakeholders who can work together towards common goals.
- Identify creative and practical solutions. Identify unmet needs and service gaps.
- Leverage public and private sector resources of time, talent, and treasure.
- Coordinate and disseminate the Anti-Panhandling Campaign

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EXHIBIT 3

Outreach and Case Management to the Unsheltered Homeless

Street outreach/ case management must be intensive, consistent, strategic and needs the partnership of city/ county staff and law enforcement to identify and locate those living on the streets and the most vulnerable. For each individual encountered a Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT) is completed, which is then entered into the Homeless Management Information System (HMIS). Individuals also complete an intake assessment, which addresses the individual's issues and behaviors that resulted in homelessness. The team then develops an Individualized Service Plan (ISP) that directs activities and interactions with the individual to achieve specific outcomes, both short and long-term. Often, this includes linkage to medical services, mental health and substance abuse treatment services and ultimately a permanent housing solution. Outreach case managers assist with transportation to appointments, application for benefits, and obtainment of vital documents; such as an identification card. Case managers provide crisis intervention and education on independent living skills. These services are essential as they offer a support system that empowers these individuals to establish and maintain the goals and ultimately achieve sustainable independence.

SWAG homeless street outreach aims to provide crisis stabilization services, reduce inpatient physical and mental health hospitalization, reduce the amount of time that law enforcement is involved in responding to homeless related calls, and ultimately ending the individual's cycle of homelessness. On a daily basis, SWAG Street Outreach teams are building rapport with chronically homeless individuals suffering from untreated substance abuse and mental health disorders. Generally, these individuals are not asking for help and are so deep in their mental health and substance abuse issues, that they don't believe they are worthy or deserving of any assistance. The SWAG Outreach teams' goal is to earn the individual's trust and to inspire the individual to want to take small steps towards a better life. SWAG provides ongoing support, so they know they are not alone. Individuals that are not ready to make the drastic life change of entering inpatient treatment will, however, agree to enter a temporary housing situation. Our experience has shown that after an individual has been linked to a private room to sleep, the ability to take a warm shower, put on clean clothes and eat a decent meal, they start to feel deserving of this better way of life. It is at this point the SWAG team and individual are able to have open and honest discussions that will lead to the development of short-term goals, that can lead into long-term results. For example, it is easier for an alcoholic of 10 years to gradually reduce their intake over a 60-day timeframe than it is for them to abruptly quit. This is referred to as a harm-reduction approach.

For the proposed project, SWAG will work with the network of homeless service providers within the San Bernardino County, 5th Supervisory District:

County of San Bernardino, Sheriff HOPE Team, Department of Behavioral Health, Community Development & Housing Department, Housing Authority, Department of Aging & Adult Services, Coordinated Entry System (CES), City of San Bernardino, City of Colton, City of Fontana, City of Rialto, SAC Health System, the faith-based community, local non-profits, and the community at-large.

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EXHIBIT 3

Census of Unsheltered Homeless

In every community, it is vital to conduct a thorough and comprehensive census of the unsheltered homeless population. City staff, local law enforcement agencies and SWAG will work together to accurately locate, identify, survey and track, through the creation of a by-name list. The list provides the date and location the team encountered the individual and gives an overview of the length of time the person has lived in the identified city, the length of time he or she has been on the streets, and some of the barriers to housing.

A comprehensive assessment will provide an in-depth look at the individual, the circumstances and incidents that led to homelessness such as severe trauma(s). We will also detail one's connections and support systems in the city to leverage those individuals and incorporate those resources. This information can be used to develop an individualized action plan. This will be done on an ongoing basis as new individuals enter the city.

Name	Date of Encounter	Location	Length of Homelessness	How long Rialto Resident	Zip code of last permanent address	Physical Disability	Develop. Disability	Mental Illness	Substance Abuse
[redacted]	8/6/19	[redacted]	10	3 years	92507	N	N	Y	Y
[redacted]	5/4/20	[redacted]	3-4 years	10 years	92590	N	N	N	N
[redacted]	6/2/20	[redacted]	3 years	3 years	92590	N	N	Y	Y
[redacted]	10/17/19	[redacted]	2 years	2 years	92590	N	N	Y	Y
[redacted]	2/18/20	[redacted]	4 years	21 years	92590	Y	N	N	Y
[redacted]	12/13/19	[redacted]	1 day	1 day	unknown	N	N	Y	N
[redacted]	1/29/20	[redacted]	9 days	20 years	92592	N	N	N	Y
[redacted]	7/12/19	[redacted]	1.5 years	1.5 years	92543	Y	N	N	Y
[redacted]	10/2/19	[redacted]	2.5 years	3 years	92590	Y	Y	Y	N
[redacted]	6/17/19	[redacted]	1.5 years	1.5 years	89701	N	N	Y	Y

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Housing Navigation

Housing navigators bridge the gap between homelessness and stable housing by connecting individuals and families to permanent housing solutions. SWAG stands by a housing first approach and believes that individuals can achieve their goals and sustainable independence. The SWAG team assists clients with addressing individuals and structural barriers to housing, supporting the clients, and maintaining strong, sustainable relationships with landlords, property owners, and leaders in the San Bernardino County 5th Supervisory District. Case Managers meet with clients one-on-one for housing navigation, this includes completion of a housing plan, assistance with applications, obtainment of required documentation and assistance with security deposits and monthly utilities. Each client's path to housing is unique. While some are ready to go straight to an apartment, room & board, or reunite with family, most require entry into mental health or substance abuse treatment. Treatment also serves as emergency housing and one's first step on their path toward ending homelessness. The key here is to provide housing with connection to treatment services or the success rate of one's ability to maintain that housing drastically decreases.

Housing options include:

- Emergency Shelters
- Emergency Hotels
- Housing Vouchers
- Reunification with family members who are housed
- Room and Board
- Sober living homes
- Treatment Programs followed up with housing placements.

Measurable Outcomes

Measurable Goal 1

Reduce the homeless Top 50 "Super-Utilizer" population by a minimum of 50%, which equals 25 individuals.

Measurable Goal 2

Assist 50 Chronically homeless individuals as identified by the projects census, to exit life on the streets.

Measurable Goal 3

Provide a linkage to a minimum of 200 medical services to the identified population.

Measurable Goal 4

Provide a linkage to a minimum of 200 Substance Abuse services to the identified population.

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EXHIBIT 4

HMIS Data Quality Report Card

Sample Reporting Period 10/1/2020 to 8/31/2021

PROGRAM INFORMATION

Agency Name: [redacted]

Type	0 days	1-3 days	4-5 days	Over 5 days	Average
Entry Timeliness	42	18	2	1116	217.87
Exit Timeliness	0	0	0	44	42.41

This report calculates the difference between the program entry date specified for the client and the date the client's application was entered into the system. For example, if a client's Program Entry date of "April 4, 2016" was recorded on "April 9, 2016," then the report would calculate a 5 day lag time in recording data. The report groups the number of applications by program and has 5 buckets for the number of days an application has been lagging.

HUD Policy: Data entry should be current within 5 business days of intake, exit, and service provision.

HMIS Users

Below is a list of all HMIS Users currently active within your agency. If any user on this list has left your agency during the last reporting period, then please email the HMIS helpdesk. Users are considered inactive if they have not logged into the system for 30 days or left the agency. If a user is inactive, or if you have additional staff needing HMIS access or training, please contact HMIS.

Agency	Name	Email

EXHIBIT 4

HMIS Data Quality Report Card

Sample Reporting Period 10/1/2020 to 8/31/2021

PROGRAM INFORMATION

Agency Name: [redacted]

Type	0 days	1-3 days	4-5 days	Over 5 days	Average
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