

75. Consider recommendations relating to supportive housing services agreements.
(LA-1)

Possible action:

- a. Approve Agreement with Community Solutions relating to providing permanent supportive housing services at The Heartwood Apartments in an amount not to exceed \$346,500 for period May 1, 2024 through June 20, 2025, that has been reviewed and approved by County Counsel as to form and legality.
- b. Approve Agreement with HomeFirst relating to providing rapid rehousing services at The Roosevelt in an amount not to exceed \$476,667 for period June 1, 2024 through June 30, 2025, that has been reviewed and approved by County Counsel as to form and legality.

(ID# 24-5400)



**COUNTY OF SANTA CLARA
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SECTION I: GENERAL INFORMATION

Contractor Name: (As Displayed in SAP)	Community Solutions		
Purchase Order Number:			
Agency/Department Name:	CEO-OSH	Department Number:	168
Brief Description of Services	Provide on-site supportive housing services for homeless and chronically homeless Transitional Aged Youth (TAY), singles and families that are or shall become tenants of The Heartwood Apartments (formerly known as Crestview)		

Maximum Financial Obligation

The maximum amount payable to this Contractor under this agreement shall not exceed:	\$346,500.00
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Term of Agreement

Start Date: 5/1/2024	End Date: 06/30/2025
Note: When left blank, start date will be the date executed by Authorized County Representative.	

For County Use Only

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept. Code)	Amount	WBS (Capital Project Code)	Internal Order ("PCA" code - optional)
Line 1	H	168	5255500	1207	49500		
Line 2	H	168	5255500	1207	297000		
Line 3	Select						
Line 4	Select						
Line 5	Select						

Approved: 04/16/2024



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SECTION II: PARTIES TO AGREEMENT

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below, except as otherwise specifically provided for herein. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

CONTRACTOR

Contractor Name: (As Displayed in SAP)	Community Solutions				
Contact Person:	Erin O'Brien				
Street Address*:	9015 Murray Avenue, Suite 100				
City*:	Gilroy	State:	CA	Zip:	95020
Telephone Number*:	(408) 497-5056				
Email Address*:	erin.obrien@communitysolutions.org				
SCC Vendor Number: (As Assigned in SAP)	1002543				
*To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS					

COUNTY OF SANTA CLARA

Agency/Department:	CEO - Office of Supportive Housing				
Program Manager/Contract Monitor Name:	Angelica Niklowitz				
Street Address:	150 W. Tasman Drive				
City:	San Jose	State:	CA	Zip:	95134
Telephone Number:	(408) 234-2366				
Fiscal Contact: (Accounts Payable Contact)	Diem Hoang				
Contract Preparer:	Emee Banico				



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SECTION III: CONTRACT AUTHORIZATION

It is agreed between County and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits and attachments. In addition, County and Contractor assert that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, Independent Contractors shall comply with the County's insurance and indemnification requirements. Contractor certifies that any applicable insurance waiver information (Section VII, B) is true and correct. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

SIGNATURES

Contract is not valid until signed by Contractor, County Counsel and County's Authorized Representative.

County Agency/Department Manager:	DocuSigned by: <i>Consuelo Hernandez</i> 7B3319C0D83D4AC...	Date: 4/8/2024
County Agency/Department Fiscal Officer:	DocuSigned by: <i>Swona Sun</i> 974C87757A25426...	Date: 4/8/2024
County Counsel Approval as to Form and Legality <i>(Signature required on all contracts before execution by Contractor and County Authorized Representative)</i>	DocuSigned by: <i>Stefanie Wilson</i> C0A5E9455F73A41...	Date: 4/8/2024
Contractor:	DocuSigned by: <i>Erin O'Brien</i> 3E8792EEA8D4442...	Date: 4/8/2024
County Authorized Representative: SUSAN ELLENBERG <i>(Procurement Department, President, Board of Supervisors; or Delegated Authority)</i>	<i>Susan Ellenberg</i>	Date: APR 16 2024
Office of the County Executive: <i>(Signature required when Board approved contract by a delegation of authority)</i>		Date:
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest: <i>Curtis Boone</i> Curtis Boone Acting Clerk of the Board of Supervisors <i>(Signature required when Board approved contract)</i>	Date: APR 16 2024



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SECTION IV: DETERMINATION OF RELATIONSHIP STATUS

Dependent/Independent status is an important relationship distinction. It determines the contractor's eligibility for Medicare and Social Security, Public Employees' Retirement System benefits, and other benefits and affects how the contractor files tax returns and the contractor's responsibility for various federal and state taxes.

Questionnaire to be Completed by Contracting Department to Determine Relationship Status of Contractor

Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? **If the answer to any of these questions is YES, select YES from the dropdown.**

No

Training: Will the County instruct the contractor on how to do the job or pay for external training?

No

Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work?

No

Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc.?

No

Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions— **answer YES**. When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before— **answer NO**.

No

Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision?

No

Designation as Business Entity: If the Contractor has a business license or business certificate, or is a corporation, nonprofit organization, or school district, select "No" from the dropdown. (This does not pertain to professional licenses or certificates such as a license for a physician or architect.) **Enter below the business license number and the city/entity where issued.**

No

Select...

Bus. License #:

Issued by:

Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer "NO" to this question. Be sure this answer matches the contract payment schedule in Section V.

No

Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support.

No

If at least 5 of the above questions were answered "**NO**", Contractor is an **Independent Contractor**.



If 5 or more of the above questions were answered "**YES**", Contractor is a **Dependent Contractor**, where the relationship resembles that of employer/employee. Tax withholding is required, and benefits are provided. Complete and attach the following forms: Employee's Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit www.ceo for more information regarding Dependent Contractors. County insurance requirements do not apply to Dependent Contractors.



Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor's tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority, based on a change of tax withholding and benefit status.

Contractor's Initials:

DS
EO

**Dept. Fiscal Officer's
Signature:**

DocuSigned by:

Swona Sun

974C87757A25426...



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SECTION V: CONTRACT SPECIFICS

A. SERVICE DESCRIPTION AND EXPECTED OUTCOME (SCOPE OF SERVICE)

[Empty space for service description and expected outcome]

Or	<input checked="" type="checkbox"/>	See Attachment:	A	incorporated by this reference.
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B. DELIVERABLES, MILESTONES & TIMELINE FOR PERFORMANCE

[Empty space for deliverables, milestones & timeline for performance]

Or	<input checked="" type="checkbox"/>	See Attachment:	A	Incorporated by this reference.
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C. PERFORMANCE STANDARDS

[Empty space for performance standards]

Or See Attachment: **A** Incorporated by this reference.

D. PAYMENT SCHEDULE

Note: Dependent contractors are not permitted to work in excess of 40 hours per week

Is contractor a Community Based Organization (CBO)?

Yes
No

[Empty space for payment schedule details]

Or See Attachment: **A&B** Incorporated by this reference.



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STANDARD PROVISIONS

Changes to the terms and conditions in this section require approval of County Counsel

A. ENTIRE AGREEMENT

This Agreement and its Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

B. AMENDMENTS

This agreement may only be amended by a written instrument signed by the Parties.

C. *CONFLICTS OF INTEREST; POLITICAL REFORM ACT*

Contractor shall comply, and require its employees, agents, and subcontractors to comply, with all (1) applicable requirements governing avoidance of impermissible client conflicts; and (2) federal, state and local conflict of interest and disclosure laws and regulations including, without limitation, California Government Code section 1090 et seq., the California Political Reform Act (California Government Code section 87100 et seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not use any contractor or employ any person having such an interest. Contractor, including but not limited to Contractor's employees, agents, and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Act are applicable to any individual providing service under the Agreement, Contractor shall, upon execution of this Agreement, provide County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "mak[ing] a governmental decision" or "serv[ing] in a staff capacity" and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position, (2 CCR 18700.3), as part of Contractor's service to County under this Agreement. Contractor shall immediately notify County of the names and email addresses of any additional individuals later assigned to provide such service to County under this Agreement in such a capacity. Contractor shall immediately notify County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to County. Contractor shall ensure that all such individuals identified pursuant to this paragraph understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable conflict of interest and disclosure laws and regulations, and shall file Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

D. LEVINE ACT COMPLIANCE

Contractor will comply, and will ensure that its agents (as that term is defined under 2 Cal. Code Regs. § 18438.3(a)) and its subcontractors identified in Contractor's proposal responding to a County solicitation and/or identified in this Agreement ("Subcontractors") comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. Contractor agrees to submit any disclosures required to be made under the Levine Act at the Office of the Clerk of the



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Board of Supervisors website at <http://www.sccgov.org/levineact>, and Contractor shall require Subcontractors to do the same. If this Agreement is to be considered or voted upon by the County's Board of Supervisors, Contractor shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and Contractor must submit all such forms to the County as a prerequisite to execution of the Agreement.

E. GOVERNING LAW, VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

F. ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

G. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

H. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

I. TERMINATION



Standard Termination Language

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

-OR-



Alternate Termination Language Attached as Exhibit ____, incorporated by this reference. (Requires County Counsel Approval)

J. COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

- (1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.
- (2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status



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in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

- (3) **Compliance with Wage and Hour Laws:** Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.
- (4) **Definitions:** For purposes of this Subsection H, the following definitions shall apply. A “Final Judgment” shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual’s sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose’s Office of Equality Assurance.
- (5) **Prior Judgments, Decisions or Orders against Contractor:** **By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.**
- (6) **Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract:** If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- (7) **Access to Records Concerning Compliance with Pay Equity Laws:** In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor’s records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County’s request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection H, except where prohibited by federal or state laws, regulations or rules. County’s access to such records and facilities shall be permitted at any time during Contractor’s normal business hours upon no less than 10 business days’ advance notice.
- (8) **Pay Equity Notification:** Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, “Employees and Job Applicants”) with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor’s Employees and Job Applicants.
- (9) **Material Breach:** Failure to comply with any part of this Subsection H shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available



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under this Agreement and at law. County may, among other things, take any or all of the following actions:

- (i) Suspend or terminate any or all parts of this Agreement.
- (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
- (iii) Offer Contractor an opportunity to cure the breach.

Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection H on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

K. BUDGET CONTINGENCY

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

L. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

M. FOOD AND BEVERAGES STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option.

If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (*e.g.*, soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

N. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.



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O. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Contractor’s proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County

before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney’s fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

P. THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

Q. INTELLECTUAL PROPERTY RIGHTS

Ownership: County shall own all right, title and interest in and to the Deliverables. For purposes of this Agreement, the term “Deliverables” shall mean any documentation and deliverables created by Contractor during the performance of services that are identified in this Agreement. Contractor hereby assigns to the County all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by Contractor, either alone or jointly with others, during the period of Contractor’s agreement with the County or result from the use of premises leased, owned or contracted for by the County.

Contractor acknowledges that all original works of authorship which are made by Contractor (either solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are “works made for hire,” as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or delivered by Contractor, either solely or jointly with others, in connection with any agreement with the County.

R. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney’s fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not supersede the requirements stated in VII of this agreement.

S. OWNERSHIP RIGHTS TO MATERIALS/RESTRICTIONS ON USE

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively “Deliverables”), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the



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County, which consent may be withheld by the County in its sole discretion.

Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are “works made for hire,” as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County.

Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this agreement.

T. COUNTY DATA

(1) Definitions: “County Data” shall mean data and information received by Contractor from County. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a contractor for use by County. “County Confidential Information” shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by County, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives.

(2) Contractor shall not acquire any ownership interest in County Data (including County Confidential Information). As between Contractor and County, all County Confidential Information and/or County Data shall remain the property of the County. Contractor shall not, without County’s written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement.

(3) Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users. Upon termination or expiration of this Agreement, Contractor shall seek and follow County’s direction regarding the proper disposition of County Data.

(4) Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying County by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in Contractor’s security that materially affects County or end users. If the initial notification is by phone, Contractor shall provide a written notice within 5 days of the incident. Contractor shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Agreement. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor’s sole expense. Contractor shall not charge County for any expenses associated with Contractor’s compliance with these obligations.

(5) Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.

U. PAYMENT TERM

[NOT APPLICABLE TO COMMUNITY BASED ORGANIZATIONS - Describe payment terms for CBO’s in Section V. (D) PAYMENT SCHEDULE]

The County’s standard payment term shall be Net Thirty (30), unless otherwise agreed to by the parties. Payment shall be due Net Thirty (30) days from the date of receipt and approval of correct and proper invoices. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic funds transfer.

V. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or



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other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

W. LIVING WAGE (IF APPLICABLE)

Unless otherwise exempted or prohibited by law or County policy, where applicable, Contractors that contract with the County to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more ("Direct Services Contract"), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- (a) Suspend, modify, or terminate the Direct Services Contract.
- (b) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- (c) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

X. COVID-19 REQUIREMENTS (IF APPLICABLE)

Contractor shall comply with all County requirements in effect relating to COVID-19 for persons who routinely perform services for County onsite and share airspace with or proximity to other people at a County facility as part of their services for County as set forth in a County Health Order (or similar directives) available at <https://covid19.sccgov.org/home>, and incorporated herein by this reference. Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section.

Y. SURVIVAL

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to survive this Agreement, shall survive the termination or expiration of this Agreement, including but not limited to all terms (1) providing for indemnification of County; (2) relating to the California Public Records Act; (3) relating to County Data; and (4) relating to Contractor's obligations upon termination or expiration of this Agreement.



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SECTION VII: INSURANCE/INDEMNIFICATION

Independent Contractors shall comply with the County's insurance and indemnification requirements as indicated below. These requirements do not apply to Dependent Contractors.

A. TYPE OF INSURANCE LANGUAGE



The following standard insurance and indemnification language is attached and incorporated into this agreement:

Insurance Exhibit Name: B-2



Modification or Waiver Attached (if appropriate)

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

Workers Compensation:

Does the contractor have employees?

If "YES", then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.

Yes

Owned Auto Insurance:

Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?

If "YES", then INSURANCE FOR OWNED AUTOS IS REQUIRED.

Yes

Hired Auto Insurance:

Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?

If "YES", then INSURANCE FOR HIRED AUTOS IS REQUIRED.

Yes

Non-owned Auto Insurance

Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself?

If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.

Yes

When "NO" is selected, this declaration will serve as a waiver for the specified type of insurance.

SECTION VIII: FEDERAL/STATE REQUIRED PROVISIONS

(Examples include Drug-free Workplace Activity, Health Insurance Portability and Accountability Act (HIPAA), Business Associate Language, etc.)



A. Federal Required Language Attached

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Exhibit Name: A Federal Requirements



B. State Required Language Attached

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Exhibit Name: C HHAP Requirements

The Exhibits named above are attached and incorporated by this reference.



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SECTION IX: ADDITIONAL ATTACHED EXHIBIT(S)

Attachments and exhibits that conflict with County standard provisions or require risk assessment must be approved by County Counsel. Examples of attachments that require County Counsel approval are:

- 1) Contractor’s terms and conditions that are different than, or add to the standard provisions’ language,
- 2) Any changes to the language in Section VI—Standard Provisions.

Exceptions to County Counsel review include attachments that further explain the Contract Specifics as outlined in Section V, and insurance exhibits.

<input type="checkbox"/>	Exhibit Name (s)	

The Exhibits named above are attached and incorporated by this reference.

ATTACHMENT A
SECTION V: CONTRACT SPECIFICS

CONTRACTOR NAME	Community Solutions
PROGRAM NAME	Supportive Services at The Heartwood Apartments (fka Crestview)
PROGRAM LOCATION ADDRESS	9015 Murray Ave # 100, Gilroy, CA 95020
PROGRAM CONTACT PERSON	Christine Silver; (669) 500-3131
COUNTY PROGRAM CONTACT	Angelica Niklowitz; (408) 234-2366
FUNDING SOURCE	Homeless Housing Assistance and Prevention (HHAP)

I. BACKGROUND

- A. Community Solutions (Contractor) shall assist the County of Santa Clara (County) to provide on-site supportive housing services (Program) for homeless and chronically homeless Transitional Aged Youth (TAY), single adults, and families that are or shall become tenants of The Heartwood Apartments (formerly known as Crestview).
- B. The Program utilizes the United States Department of Housing and Urban Development's (HUD) definition of chronic homeless as published in the Federal Register on December 4, 2015, in 24 CFR Parts 91 and 578. Chronically homeless individuals and families are defined as follows:
1. An individual or family who:
 - a. Is homeless and lives or resides in a place not meant for human habitation, a safe haven, or in an emergency shelter;
 - b. Has been homeless and living or residing in a place not meant for human habitation, a safe haven or in an emergency shelter continuously for at least one (1) year or on at least four (4) separate occasions in the last three (3) years that totals to one (1) year; and
 - c. Can be diagnosed with one (1) or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. § 15002), post-traumatic stress disorder, cognitive impairments resulting from a brain injury, or chronic physical illness or disability, including the co-occurrence of two (2) or more of those conditions.
 2. An individual is a person 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 ninety (90) days and met all of the criteria in Section I(B)(1) of this Attachment, before entering that facility.
 3. A family is 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 Section I(B)(1) of this Attachment, including a family whose composition has fluctuated while the head of household has been homeless.

II. PROGRAM GOALS AND OBJECTIVES

A. GOALS

1. The Contractor shall align the Program to achieve the following goals:
 - a. Reduce subjective suffering from mental illness;
 - b. Increase meaningful use of time and capabilities in school, work, and activity;
 - c. Reduce homelessness and increase safe permanent and time-limited housing;

- d. Increase access to substance abuse treatment;
- e. Increase natural networks of supportive relationships;
- f. Reduce incarceration/criminal justice involvement;
- g. Increase self-help and client/family involvement;
- h. Reduce stigma and discrimination;
- i. Reduce and/or prevent suicide risk;
- j. Increase the quality of services, including better outcomes; and,
- k. Enable families to provide a safe, stable, loving, and stimulating environment at home.

B. PERFORMANCE TARGETS, METRICS, AND IMPROVEMENT OBJECTIVES

1. Service Delivery (Capacity)

- a. The Contractor shall provide services to specific populations identified in Section IV, 'Target Population' of this Attachment.
- b. The Contractor shall provide services to the number of clients listed in Section III, 'Program Requirements' of this Attachment.
- c. The Contractor shall meet staffing requirements as specified in Section V, 'Staffing Requirements' of this Attachment.

2. Performance Measures for Permanent Supportive Housing (PSH) Units

- a. 70% of clients shall have incomes equal to or greater than \$850 per month within one hundred eighty (180) days of enrollment in supportive housing services.
- b. 100% of clients enrolled in supportive housing services shall be connected to a medical home within sixty (60) days.
- c. 75% of clients in need of behavioral health services shall be referred to and/or assisted to utilize behavioral health services within ninety (90) days of being housed.
- d. 100% of clients with zero income shall apply for public benefits or obtain earned income within sixty (60) days of enrollment.
- e. 90% of clients shall remain housed for twelve (12) consecutive months.

III. PROGRAM REQUIREMENTS

A. SUPPORTIVE SERVICES AND HOUSING ASSISTANCE

1. Assessment and Planning

- a. Conduct assessments to identify needs, eligibility for entitlement Programs (e.g., General Assistance), and self-sufficiency needs;
- b. Maintain appropriate levels of engagement and sustain client's belief in recovery; and
- c. Develop client-centered service plans to obtain and retain housing, improve health conditions, improve daily living activities, increase meaningful daily activities, and to achieve long-term stability.

2. Housing Attainment and Retention

- a. Help clients obtain and maintain permanent and time-limited housing by assisting with rental application processes, appeals, and making referrals to services that would facilitate tenancy (e.g., financial education Programs for those who have been accepted on a credit appeal);

- b. Assist clients with their move-ins including coordinating furniture and move-in kits;
 - c. Prior to and during tenancy, provide clients with the skills/knowledge that are necessary to be successful tenants;
 - d. Mediate disputes between the participant, property management and/or other residents;
 - e. Respond to crises identified by the client, the property management/owner, or other persons (as appropriate) within one (1) business day; and
 - f. Perform wellness checks when needed.
3. Health and Behavioral Health
- a. Provide or help clients access primary care, specialty care, dental care, and behavioral health services; and
 - b. Coordinate health services or support health care providers in their efforts to coordinate health services.
4. Income and Other Supportive Services
- a. Assist clients in applying for assistance Programs, including but not limited to, benefits, entitlement Programs assistance, and utilities discounts;
 - b. Help clients access employment services, job training, and/or volunteering opportunities;
 - c. Identify, encourage, and help clients connect to social support networks; and
 - d. Assist clients with transportation needs.
5. Other
- a. Provide reports and data, as requested, based on services and referrals provided;
 - b. Reconnect participants to supportive housing services when warranted by the status of their tenancy and/or their health conditions;
 - c. Comply with Homeless Management Information System (HMIS) Standard Operating Procedures (SOP) including, but not limited to: utilization of HMIS to track all clients at entry and exit, input of all required universal and common data elements by project type, maintain overall data quality in accordance with the Santa Clara County Continuum of Care (CoC) Continuous Data Quality Improvement Process (SOP Appendix F), and maintain the confidentiality and security of client data in accordance with the SOP, this Agreement, and applicable laws. Non-compliance with HMIS procedures, standards, or governing laws shall constitute a material breach and may result in the termination of the Agreement. For agencies that are prohibited from entering data into HMIS, the agencies must still comply with HMIS requirements in a comparable database and provide aggregate data to meet this requirement.
 - d. Record all services in HMIS or other management information system; and
 - e. Adhere to HMIS standards:
 - i. Collect and maintain all client records in HMIS;
 - ii. Enter data into the HMIS within 72-hours of enrollment, complete the Standardized Client Informed Consent & Release of Information Authorization form in accordance with HMIS policies;
 - iii. Ensure the accuracy of information entered into HMIS;
 - iv. Create, maintain, and secure onsite client files; and,

- v. Run reports through HMIS to verify client's current status and Program involvement.
- f. The Contractor shall report all major and/or media-sensitive incidents to the designated County representative ("Contract Monitor").
 - i. Major or sensitive incidents include but are not limited to: serious injury or death related to the services provided under the Agreement; serious injury or death of any person in the Contractor's care; serious injury or death of any person on property owned, leased, or operated by the Contractor, including but not limited to facilities, parks, sidewalks, roads, and parks; serious damage to the property of another related to the services provided by the Contractor under this Agreement; criminal conduct involving Contractor personnel; any event that has a significant possibility of resulting in a claim or lawsuit against the County; any event that has a significant possibility of resulting in a claim or lawsuit against the Contractor that is related to this Agreement; any complaints of discrimination or harassment by the Contractor's Clients; and, any event that has a possibility of receiving public or media attention.
 - ii. The Contractor shall report any such incidents as soon as possible but no later than twenty-four (24) hours from when the Contractor learns of the incident.
 - iii. The Contractor must include the following information in all incident reports: name and contact information of the submitting individual; name and email address of the best contact for immediate access to a Contractor staff member who can answer questions regarding the incident; an indication of whether press coverage is likely; an incident description, including date, time, and location of the incident; the names and job titles of Contractor personnel involved in the incident; and a description of any action taken in response to the incident.

B. HOUSING

1. The Contractor's clients shall have access to various rental subsidies or subsidized units, some of which may be provided by the County. The Contractor is not expected to administer rental subsidies or payments. For its supportive housing services clients, the Program may have access to rental subsidies and other permanent or time-limited housing resources available through the Care Coordination Project.
2. The Contractor shall also be the primary service provider for twenty-seven (27) homeless and chronically homeless Transitional Aged Youth (TAY), singles and families who become tenants of the Program. The Program shall have twenty-seven (27) units for homeless and chronically homeless individuals. Permanent Supportive Housing units are subsidized with project-based vouchers from the Housing Authority of the County of Santa Clara (HACSC).
3. The Contractor shall maintain an office in coordination with the Program's property manager. The Contractor shall maintain the Program's office hours to at least forty (40) hours per week, including time spent assisting clients with appointments.
4. The Contractor shall coordinate services with the Program's property manager and resident services staff. Coordination among the supportive housing case managers, property management, and resident services is intended to improve housing stability among homeless and chronically homeless tenants and to maintain a safe and harmonious living environment for all residents at the Program. To support these goals, the Contractor's coordination activities shall include, but are not limited to, the following:
 - a. For the twenty-seven (27) units, working as a team to meet initial lease-up goals and to fill vacant units as quickly as possible;
 - b. With appropriate releases in place, participating in joint meetings and case conferencing; and

- c. Establishing and refining operating policies and procedures to support effective and efficient operations and communication.

C. DISCHARGE FROM SERVICES

1. Clients shall not be discharged from services without consultation and approval from the SHS Programs Contract Monitor and the Supportive Housing Services (SHS) Program Manager III.
2. The SHS Programs Contract Monitor and the SHS Program Manager III may approve the termination request, request additional information, or direct the Contractor to explore alternatives to program termination.
3. If the SHS Program Contract Monitor and the SHS Program Manager III approves the termination request, the Contractor shall provide a written 30-day termination letter to the client to include a description of the appeal process including the deadline date for the appeal, and the person to be contacted to schedule an appeal meeting.
4. If a determination has been made by the County and the Contractor that the client will be terminated from the program, the Contractor will link the client to appropriate services that will meet the needs of the client, if available.

D. REFERRALS

1. The Contractor shall accept referrals from the Care Coordination Project Manager. All referrals shall come from the community queue in HMIS.
2. The Contractor shall comply with a Feedback Loop Process to ensure that referral sources are notified of the status of the referral, provided the appropriate sections of the Assessment, and informed of outcomes and/or next steps.

E. CULTURAL AND LINGUISTIC SKILLS

1. The Contractor shall have the capability to provide an interpreter for non-English speaking and/ or deaf and hard-of-hearing participants as needed.

F. MEASUREMENT METHOD

1. The Contractor shall submit a quarterly report demonstrating performance in the above metrics. The Contractor shall review run charts that demonstrate monthly performance from the start date of the contracted services and shall include discussion of improvement activities related to the targeted performance.
2. The Contractor shall follow the County's data reporting requirements (see Section VI, 'Data Reporting Requirements'). Methods may include collection and reporting of the following data:
 - a. Homeless Management Information Systems (HMIS); and,
 - b. Other data reporting requirements as requested by the Office of Supportive Housing.

IV. TARGET POPULATION

The target population is homeless and chronically homeless Transitional Aged Youth (TAY), singles and families who are current or future tenants of The Heartwood Apartments.

V. STAFFING REQUIREMENT

A. Projected Staff

Table 1

TITLE	TYPE OF LICENSE/ CERTIFICATION TRAINING
Program Manager	Bachelor's Degree
Program Supervisor	NA
Rehabilitation Counselor	NA

- B. The Contractor shall acquire and maintain appropriate staffing in order to meet the needs of the diverse population and demographics of Santa Clara County.

VI. DATA REPORTING REQUIREMENTS

- A. The Contractor is required to enter into the HMIS database all relevant information for the Program participants, and to provide the appropriate reports on a timely basis.
- B. Data Submission
1. The Contractor shall collect treatment and service data for outcomes data reporting.
 2. When applicable, other data collection methods may include but not is limited to entering data into a database as specified by the County and electronic submission of data to the County using other formats, such as Microsoft Excel.

VII. TRAINING

- A. The Contractor shall send all supportive housing case managers to required trainings for Care Coordination Project case management.

VIII. PAYMENT SCHEDULE

- A. Invoices shall be submitted to the designated OSH Contract Monitor by the last day of the month following the month on which services were rendered, or the first business day thereafter, using a template approved by the County.
- B. June 30th of each year is the end of the County's fiscal year. An estimate for the June invoice should be submitted on June 17, 2024 for Fiscal Year 2024 and June 16, 2025 for Fiscal Year 2025. The July invoice shall be submitted by the County's fiscal year end accounts payable deadline, which is usually on the second Friday of July.
- C. Contractor shall invoice the County for actual costs within the budget established in Attachment B and the subsequent budgets. Subcontractors and travel shall be billed at actual cost and in accordance with County policy.
- D. Contractor must submit a cost allocation plan for shared costs, accounting records, such as a detailed general ledger report, with each invoice for actual expenses reflecting the charges invoiced to the County. Contractor must be able to provide the supporting documentation described in Table 2, below, at the County's request.

Table 2

EXPENSE CATEGORY	SUPPORTING DOCUMENTATION
Personnel – Salary	<ul style="list-style-type: none"> • Time and activity reports • Payroll records
Personnel – Benefits	<ul style="list-style-type: none"> • Invoices • Allocation methodology and records • Payroll records
Non-personnel	<ul style="list-style-type: none"> • Invoices and receipts • Mileage logs • Allocation methodology and records
Allocated Administrative Overhead	<ul style="list-style-type: none"> • Documentation of federally approved indirect rate, if applicable • Allocation methodology and records • Records to support actual costs

- E. Contractor may request a minor budget modification using the template provided by the Office of Supportive Housing. The County (including Administration and the Department) may, at its sole discretion, approve and implement Contractor’s budget modification requests, provided that such modifications: (i) are clerical, non-substantive, and not material to the performance of the contract; (ii) do not increase or decrease the total amount, agreed-upon costs, or maximum financial obligation(s) under this Agreement; and/or (iii) do not alter the agreed-upon service description(s) and/or expected outcome(s) (i.e., the “scope of service”). The County retains discretion to deny a budget modification request or require contract amendment, even if these requirements are met. Budget modifications must be approved before Contractor incurs costs; the County does not guarantee reimbursement of expenses that have not been approved.
- F. If Contractor receives overpayment from the County, Contractor shall promptly recompense the full amount of the overpayment to the County no later than 60 days after discovery or notice of the overpayment. Notwithstanding anything to the contrary in this Agreement, if Contractor fails to recompense the County within 60 days, the County may, at its sole discretion and without prejudice to any other right or remedy it has or may have, set off or recoup any liability owed to the County from future payments to Contractor for services rendered under this Agreement or any other contract between the County and Contractor. As a courtesy, the County will make best efforts to provide Contractor with notice prior to setoff or recoupment.

ATTACHMENT B: FY 24 Budget

AGENCY	Community Solutions
PROGRAM NAME	The Heartwood Apartments (fka Crestview)
START DATE	5/1/2024
END DATE	6/30/2024
PROJECT TYPE	Supportive Services
TOTAL PROGRAM CAPACITY	27 PSH Units
FUNDING SOURCE(S)	Homeless Housing Assistance and Prevention (HHAP)

	FTE	HHAP	Total
Program Supervisor	0.50	\$6,000	\$6,000
Rehabilitation Counselor	1.00	\$10,000	\$10,000
Program Admin	0.25	\$4,000	\$4,000
SUBTOTAL		\$20,000	\$20,000

	HHAP	Total
Payroll Taxes	\$1,500	\$1,500
Benefits	\$6,000	\$6,000
SUBTOTAL	\$7,500	\$7,500

	HHAP	Total
Service Charges	\$200	\$200
Professional Fees - Acct/Legal	\$100	\$100
Professional Fees	\$100	\$100
Furnishing/Equipment	\$300	\$300
Office Supplies	\$3,500	\$3,500
Food	\$200	\$200
Telephone-Communication	\$300	\$300
Membership Dues	\$200	\$200
Licensing Fees	\$200	\$200
Postage & Shipping	\$200	\$200
Occup. - Misc. Maintenance	\$300	\$300
Rent	\$3,000	\$3,000
General Insurance	\$1,000	\$1,000
Utilities	\$500	\$500
Rental/Maint of Equipment	\$200	\$200
Recruitment	\$200	\$200
Printing & Publication	\$100	\$100
Mileage	\$500	\$500
Training	\$100	\$100
Staff Appreciation	\$500	\$500
Client Flex Funds	\$4,000	\$4,000
MIS Computer Charges	\$1,500	\$1,500
Facilities Maint	\$1,500	\$1,500
MISC (Depreciation, Prop taxes...)	\$300	\$300
SUBTOTAL	\$19,000	\$19,000

	HHAP	Total
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Indirect Allocated Admin		\$3,000	\$3,000
SUBTOTAL		\$3,000	\$3,000

	HHAP	Total
DIRECT EXPENSES TOTAL	\$ 27,500	\$ 27,500
OPERATING EXPENSES TOTAL	\$ 19,000	\$ 19,000
ADMINISTRATIVE EXPENSES TOTAL	\$ 3,000	\$ 3,000
TOTAL PROGRAM BUDGET	\$ 49,500	\$ 49,500

ATTACHMENT B: FY 25 Budget

AGENCY	Community Solutions
PROGRAM NAME	The Heartwood Apartments (fka Crestview)
START DATE	7/1/2024
END DATE	6/30/2025
PROJECT TYPE	Supportive Services
TOTAL PROGRAM CAPACITY	27 PSH Units
FUNDING SOURCE(S)	Homeless Housing Assistance and Prevention (HHAP)

	FTE	HHAP	Total
Program Supervisor	0.50	\$45,000	\$45,000
Rehabilitation Counselor	1.00	\$70,000	\$70,000
Program Admin	0.25	\$16,000	\$16,000
SUBTOTAL		\$131,000	\$131,000

	HHAP	Total
Payroll Taxes	\$15,000	\$15,000
Benefits	\$35,000	\$35,000
SUBTOTAL	\$50,000	\$50,000

	HHAP	Total
Service Charges	\$1,000	\$1,000
Professional Fees - Acct/Legal	\$500	\$500
Professional Fees	\$500	\$500
Furnishing/Equipment	\$2,000	\$2,000
Office Supplies	\$10,000	\$10,000
Food	\$500	\$500
Telephone-Communication	\$1,000	\$1,000
Membership Dues	\$300	\$300
Licensing Fees	\$300	\$300
Postage & Shipping	\$300	\$300
Occup. - Misc. Maintenance	\$1,000	\$1,000
Rent	\$3,500	\$3,500
General Insurance	\$2,000	\$2,000
Utilities	\$1,000	\$1,000
Rental/Maint of Equipment	\$500	\$500
Recruitment	\$500	\$500
Printing & Publication	\$300	\$300
Mileage	\$5,000	\$5,000
Training	\$300	\$300
Staff Appreciation	\$2,000	\$2,000
Client Flex Funds	\$50,000	\$50,000
MIS Computer Charges	\$3,000	\$3,000
Facilities Maint	\$5,500	\$5,500
MISC (Depreciation, Prop taxes...)	\$2,000	\$2,000
SUBTOTAL	\$93,000	\$93,000

	HHAP	Total
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Indirect Allocated Admin		\$23,000	\$23,000
SUBTOTAL		\$23,000	\$23,000

	HHAP	Total
DIRECT EXPENSES TOTAL	\$ 181,000	\$ 181,000
OPERATING EXPENSES TOTAL	\$ 93,000	\$ 93,000
ADMINISTRATIVE EXPENSES TOTAL	\$ 23,000	\$ 23,000
TOTAL PROGRAM BUDGET	\$ 297,000	\$ 297,000

Exhibit A

COUNTY OF SANTA CLARA **FEDERALLY REQUIRED CONTRACT PROVISIONS**

The federally required contract provisions listed below are made a part of the Contractor's Contract with the County.

The term "Contractor", as used throughout this Exhibit shall mean the contractor identified in the Contract as Contractor, Provider, Consultant, or similar term.

The term "Contract" as used throughout this Exhibit shall mean the contract or other agreement, with exhibits, into which this Exhibit is incorporated.

The term "Federal Awarding Agency" as used throughout this Exhibit shall mean the federal agency, such as the Federal Emergency Management Agency (FEMA), providing or administering funding or reimbursement for amounts paid under the Contract. The administrative head of the Federal Awarding Agency, such as the FEMA Administrator, is identified as the "Federal Awarding Agency Administrator."

The term "State" as used throughout this Exhibit shall mean the State of California and include any of its departments or agencies.

These federally required contract provisions will collectively be referenced as the "Federal Award Contract Terms."

The terms and conditions of the Contract and the Federal Award Contract Terms should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the Federal Award Contract Terms, and unless otherwise stated within the terms of this Exhibit, the Federal Award Contract Terms shall govern and prevail.

A. **No Obligation by the Federal Government**

The federal government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

B. **Access to Records**

- (1) Upon request, the Contractor agrees to provide the County, State, Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) Upon request, the Contractor agrees to provide the Federal Awarding Agency Administrator or the Federal Awarding Agency Administrator's authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the County of Santa Clara and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency Administrator or the Comptroller General of the United States.

C. Procurement of Recovered Materials

- (1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are United States Environmental Protection Agency-designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - ii. Meeting Contract performance requirements; or
 - iii. At a reasonable price.
- (2) Information about this requirement along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

D. Department of Homeland Security (DHS) Seal, Logo and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

E. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that federal financial assistance may be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

F. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to

this Contract.

G. Equal Employment Opportunity

If the Contract is for construction work, as defined in 41 C.F.R. § 60-1.3, or a successor regulation, the provisions of this Section G shall apply.

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of

the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and

penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

H. **Clean Air Act and the Federal Water Pollution Control Act**

The provisions of this Section H apply to contracts exceeding \$150,000.

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Federal Awarding Agency.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Federal Awarding Agency.

I. **Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of more than \$100,000 shall file the certification required by the Byrd-Anti-Lobbying amendment. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay

any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

J. **Contract Work Hours and Safety Standards Act**

The provisions of this Section J apply to contracts over \$100,000 that involve the employment of mechanics and laborers.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts

the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Awarding Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

K. Debarment and Suspension

- (1) This Contract may be a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while its offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

L. Termination for Cause

If the Contract value exceeds \$10,000, to the extent the Contract does not provide for termination for cause outside of this Exhibit, and in addition to any

right to terminate for convenience as described in the Contract, the County may, after providing five days' written notice, terminate the Contract for the Contractor's failure to perform or observe any term, covenant, or condition of the Contract.

M. **Remedies**

In the event of a breach by the Contractor of any term, covenant, or condition of the Contract, the County shall have the right to pursue all available remedies at law or equity. Except as expressly provided elsewhere in this Contract, each party's rights and remedies under this Contract are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

N. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms**

If this Contract was awarded in a competitive procurement, Contractor engages subcontractors to perform work under the Contract, and the Contract is for \$10,000 or above, Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

O. **Prohibition on Contracting for Covered Telecommunications Equipment or Services**

(1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) Prohibitions.

(a) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(b) Unless an exception in paragraph (3) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Awarding Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of

any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) Exceptions.

(a) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(b) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

a. Are *not used* as a substantial or essential component of any system; *and*

b. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) Reporting requirement.

(a) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(b) The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

P. Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Q. License and Delivery of Works Subject to Copyright and Data Rights

In addition to any license granted to the County elsewhere in this Contract, the Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the County or acquire on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the County data first produced in the

performance of this Contract and data required by the Contract but not first produced in the performance of this Contract in formats acceptable by the County.

R. **Subcontracts**

To the extent applicable, the Contractor shall include the provisions of this Exhibit in all subcontracts.

EXHIBIT B-2 (revised)

INSURANCE REQUIREMENTS FOR
STANDARD CONTRACTS ABOVE \$100,000

Indemnity

Notwithstanding any other provision of this Agreement, Contractor shall indemnify, release, hold harmless, and defend, with counsel approved by County of Santa Clara (hereinafter "County"), County and its officers, agents, and employees from any claim, demand, suit, judgment, liability, loss, injury, damage, or expense of any kind (including attorneys' fees and costs) arising out of, or in connection with, performance of this Agreement by Contractor and/or its officers, agents, employees, or sub-contractors, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for County as allowed by law. Contractor shall reimburse County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation or process in which Contractor contests its obligation to indemnify, defend, and/or hold harmless County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-2 (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the

EXHIBIT B-2 (revised)

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
- 2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

EXHIBIT B-2 (revised)

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Standard Agreement
Remainder Disbursement Contract for Funds**

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1) Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program Round 3 (“HHAP-3” or “Program”) pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Interagency Council on Homelessness (“Cal ICH”) in the Business, Consumer Services and Housing Agency (“Agency”). HHAP-3 provides flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous Cal ICH grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This Standard Agreement/Remainder Disbursement Contract for Funds along with all its exhibits (“Agreement”) is entered into by Cal ICH and a Continuum of Care, a city, or a county (“Grantee”) under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, and the requirements appearing in the statutory authority for the Program cited above.

2) Purpose

The general purpose of the Program is to continue to build on regional coordination developed through previous rounds of funding of the Homeless Housing, Assistance, and Prevention Program (Chapter 6 (commencing with Section 50216)), the program established under this chapter, to reduce homelessness. This funding shall:

- a) Continue to build regional collaboration between continuums of care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness.
- b) Be paired strategically with other local, state, and federal funds provided to address homelessness in order to achieve maximum impact. Grantees of this funding are encouraged to reference [Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness](#) to assist in using funding strategically for their planning

efforts in the delivery of services to people experiencing homelessness in the community.

- c) Be deployed with the goal of reducing the number of people experiencing homelessness in a given region through investing in long-term solutions, such as permanent housing.
- d) Include the State as an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

In accordance with the authority cited above, an application was submitted by the Grantee for the remainder disbursement of HHAP-3 funds to be allocated to the Grantee pursuant to Health and Safety Code 50220.7(a)(4)(A).

3) Definitions

The following HHAP-3 program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (r):

- a) “Agency” means the Business, Consumer Services, and Housing Agency.
- b) “Applicant” means a Continuum of Care, city, or county or tribe.
- c) “City” means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.
- d) “Continuum of Care” means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.
- e) “Coordinated Entry System” means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.
- f) “Council” means the California Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

g) “Emergency shelter” has the same meaning as defined in subdivision (e) of Section 50801.

h) “Homeless” has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

i) “Homeless Management Information System” means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term “Homeless Management Information System” also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

j) “Homeless point-in-time count” means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations. A jurisdiction may elect to instead use their 2017 point-in-time count if they can demonstrate that a significant methodology change occurred between the 2017 and 2019 point-in-time counts that was based on an attempt to more closely align the count with HUD best practices and undertaken in consultation with HUD representatives. A jurisdiction shall submit documentation of this to the Cal ICH by the date by which HUD’s certification of the 2019 homeless point-in-time count is finalized. The Cal ICH shall review and approve or deny a request described in the previous sentence along with a jurisdiction’s application for homeless funding.

k) “Homeless youth” means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). “Homeless youth” includes unaccompanied youth who are pregnant or parenting.

l) “Housing First” has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

m) “Jurisdiction” means a city, city that is also a county, county, or Continuum of Care, as defined in this section.

n) “Navigation center” means a Housing First, low-barrier, 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.

o) “Program” means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

- 1) "Round 1" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2019.
- 2) "Round 2" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2020.
- 3) "Round 3" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2021.
- 4) "Round 4" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2022.

p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges.

q) "Recipient" means a jurisdiction that receives funds from the Cal ICH for the purposes of the program.

r) "Tribe" or "tribal applicant" means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code.

Additional definitions for the purposes of the HHAP-3 program:

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-3 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP-3 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

4) Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code (HSC) section 50218.6, subdivision (e), and section 50220.7, subdivisions (a)(4)-(5) & (f), and any other applicable laws.

By accepting these funds, the Grantee acknowledges that the remainder disbursement of funds is a portion of their total allocation under the HHAP-3 Program, to be used solely for the purposes outlined below.

The Grantee shall expend funds on evidence-based programs serving people experiencing homelessness among eligible populations, including any of the following eligible uses:

- a) Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.

- b)** Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- c)** Street outreach to assist persons experiencing homelessness to access permanent housing and services.
- d)** Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
- e)** Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- f)** Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.
- g)** Prevention and shelter diversion to permanent housing, including rental subsidies.
- h)** Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
 - i)** The number of available shelter beds in the city, county, or region served by a Continuum of Care.
 - ii)** The number of people experiencing unsheltered homelessness in the homeless point-in-time count.
 - iii)** Shelter vacancy rate in the summer and winter months.
 - iv)** Percentage of exits from emergency shelters to permanent housing solutions.
 - v)** A plan to connect residents to permanent housing.
 - vi)** Any new interim sheltering funded by HHAP-3 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize interventions other than congregate shelters.
- i)** Improvements to existing emergency shelters to lower barriers and increase privacy.

In addition to the funding use requirements described above, the Grantee's expenditure of its entire HHAP-3 allocation must also comply with the following:

- a) At least 10 percent of the funds shall be spent on services for homeless youth populations.
- b) Not more than 7 percent of funds may be used for administrative costs incurred by the city, county, or continuum of care to administer its program allocation. For purposes of this Agreement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

5) **Cal ICH Contract Coordinator**

The Cal ICH's Contract Coordinator for this Agreement is the Council's Grant Director or the Grant Director's designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Cal ICH Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the Council's Grant Director or the Grant Director's designee.

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	County of Santa Clara
SECTION/UNIT:	California Interagency Council on Homelessness (Cal ICH)	
ADDRESS:	915 Capitol Mall Suite 350-A Sacramento, CA, 95814	2310 North 1st Street, Suite 201, San Jose, CA 95131
CONTRACT COORDINATOR	Victor Duron	Trang Ochoa
PHONE NUMBER:	(916) 510-9442	(408) 278-6426
EMAIL ADDRESS:	Victor.Duron@bcsh.ca.gov	trang.ochoa@hhs.sccgov.org

All requests to update the Grantee information listed within this Agreement shall be emailed to the HHAP Program's general email box at hhap@bcsh.ca.gov. The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6) Effective Date, Term of Agreement, and Deadlines

- a) This Agreement is effective upon approval by Cal ICH (indicated by the signature provided by Cal ICH in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.
- b) This Agreement shall terminate on December 31, 2026.
- c) Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP-3 funds by May 31, 2024. If less than 50 percent is obligated after May 31, 2024, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:
- i) On or before June 30, 2024, the Grantee submits an alternative disbursement plan to Cal ICH that includes an explanation for the delay.
- ii) Cal ICH approves the alternative disbursement plan or provides the Grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.
- iii) If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2024, the funds shall be returned to the Cal ICH to be allocated as bonus awards.
- d) Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2024. Any funds that are not contractually obligated by this date shall be reverted to the Continuum of Care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP-3 funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority.
- Counties not obligating their full program allocation by May 31, 2024 are required to notify Cal ICH, on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2024, the county shall provide Cal ICH with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.
- e) Grantees that do not meet the expenditure deadlines in HSC § 50220.7(k) shall not be eligible for bonus funding.
- f) HHAP-3 funds shall be expended by June 30, 2026.

- g) In accordance with Health and Safety Code section 50220.5, subdivision (I), Cal ICH retains the right to require a corrective action plan of grantees that are not on track to fully expend funds by the statutorily required deadline.
- h) Any funds not expended by June 30, 2026 shall be available for round 4 of the program pursuant to HSC § 50218.7.
- i) **Bonus Funds:** Health and Safety Code section 50220.7 mandates the following, regarding a recipient's eligibility for Bonus Funding:
- i) Recipients that do not meet the obligation requirements laid out in Health and Safety Code section 50220.7(k)(1) shall not be eligible for bonus funding;
 - ii) Recipients shall demonstrate no later than June 30, 2024, whether they have successfully met their outcome goals; and Jurisdictions that have not met their outcome goals shall not be eligible for bonus funding and shall accept technical assistance from council staff. In addition, jurisdictions that have not met their outcome goals may also be required to limit allowable uses of program funds, as determined by the Council.
 - iii) If recipient receives bonus funding, the bonus funds will be distributed as an amendment to this contract. No additional contract will be executed.

7) Special Conditions

Cal ICH reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Remainder Disbursement Standard Agreement****EXHIBIT B****BUDGET DETAIL and DISBURSEMENT PROVISIONS****1) Budget Detail & Changes**

The Grantee agrees that HHAP-3 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend the remainder disbursement of HHAP-3 funds on eligible activities as detailed in Health and Safety Code Section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

2) General Conditions Prior to Disbursement

All Grantees must submit the following forms prior to HHAP-3 funds being released:

- Request for Funds Form ("RFF")
- STD 213 Standard Agreement form and initialed Exhibits A through F
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

3) Disbursement of Funds**Remainder Disbursement**

HHAP-3 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure. The remainder disbursement of HHAP-3 funds will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

Bonus Funds Disbursement

If Bonus Funds are received pursuant the requirements laid out in Health and Safety Code section 50220.7 Bonus Funds will be disbursed to the Grantee upon receipt, review and approval of the completed Amended Standard Agreement

and RFF by Cal ICH, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure. The Bonus Funds disbursement of HHAP-3 funds will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

4) Expenditure of Funds

The remainder disbursement of HHAP-3 funds must be spent in accordance with HSC sections 50218.6(e) and 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f), as described in Exhibit A, Section 4 "Scope of Work".

5) Ineligible Costs

- a) HHAP-3 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 Health and Safety Code section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).
- b) Cal ICH reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-3 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Cal ICH.
- c) An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Cal ICH by the Grantee.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-3 fund expenditures.

- d) Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of the grantee and services or housing capacity will be lost as a result of these funds ending, HHAP funds may be used to maintain the service or program. Examples include, but are not limited to, a time-limited city and/or county tax or one-time block grant, such as HEAP.
- e) HHAP-3 remainder disbursement funds may only be used to cover expenditures incurred no earlier than July 1, 2022. Unless expressly approved by Cal ICH in writing, reimbursements prior to July 1, 2022 are not permitted.

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Remainder Disbursement Standard Agreement****EXHIBIT C****GENERAL TERMS AND CONDITIONS****1) Termination and Sufficiency of Funds****a) Termination of Agreement**

Cal ICH may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of Cal ICH's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Cal ICH, any unexpended funds received by the Grantee shall be returned to Cal ICH within 30 days of Cal ICH's notice of termination.

b) Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to Cal ICH by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2) Transfers

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit C Section 12 (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of Cal ICH and a formal amendment to this Agreement to affect such subcontract or novation.

3) Grantee's Application for Funds

Grantee has submitted to Cal ICH an application for HHAP-3 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Cal ICH is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be requested through the formal HHAP Change Request Process and are subject to approval by Cal ICH.

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Cal ICH approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Cal ICH may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4) Reporting/Audits

a) **Annual Reports**

By January 1, 2023, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to Cal ICH in a format provided by Cal ICH. Annual Reports will include a request for data on expenditures and people served with HHAP-3 funding, details on specific projects selected for the use of HHAP-3 funding, and data regarding the progress towards outcome goals. If the Grantee fails to provide such documentation, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than October 1, 2026, the Grantee shall submit a final report, in a format provided by Cal ICH, as well as a detailed explanation of all uses of the Program funds.

b) **Quarterly Expenditure Reports**

In addition to the annual reports, Cal ICH requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to Cal ICH on a form and method provided by Cal ICH that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information Cal ICH deems appropriate or necessary. If the Grantee fails to provide such documentation, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

c) **Reporting Requirements**

i) Annual Report: The annual report shall contain detailed information in accordance with Health and Safety Code section 50223, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by Cal ICH:

(1) Data collection shall include, but not be limited to, information regarding individuals and families served, including demographic information, information regarding partnerships among entities or lack thereof, and participant and regional outcomes.

- (2)** The performance monitoring and accountability framework shall include clear metrics, which may include, but are not limited to, the following:
- (a)** The number of individual exits to permanent housing, as defined by the United States Department of Housing and Urban Development, from unsheltered environments and interim housing resulting from this funding.
 - (b)** Racial equity, as defined by the council in consultation with representatives of state and local agencies, service providers, the Legislature, and other stakeholders.
 - (c)** Any other metrics deemed appropriate by the council and developed in coordination with representatives of state and local agencies, advocates, service providers, and the Legislature.
- (3)** Data collection and reporting requirements shall support the efficient and effective administration of the program and enable the monitoring of jurisdiction performance and program outcomes.

Data shall include progress towards meeting the grantee's outcome goals. If significant progress toward outcome goals has not been made, the applicant shall:

- (a)** Submit a description of barriers and possible solutions to meet those barriers
 - (b)** Accept technical assistance from Cal ICH
 - (c)** Include the progress towards outcome goals in all subsequent quarterly reports, until significant progress is made as deemed by Cal ICH
- ii)** Expenditure Report: The expenditure report shall contain data on expenditures of HHAP-3 funding including but not limited to obligated funds, expended funds, and other funds derived from HHAP-3 funding.
- iii)** Final Expenditure Plan: During the final fiscal year of reporting, grantees may be required to include a plan to fully expend HHAP-3 grant funding. This plan must be submitted with the quarterly expenditure report in a format to be provided by Cal ICH.
- iv)** Cal ICH may require additional supplemental reporting with written notice to the Grantee.

- v) Grantee may, at their discretion, fully expend their HHAP-3 allocation prior to the end date of the grant term and will not be required to submit quarterly fiscal reports after the quarter in which their allocation was fully expended.

d) Auditing

Cal ICH reserves the right to perform or cause to be performed a financial audit. At Cal ICH request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-3 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

- i) The audit shall be performed by an independent certified public accountant.
- ii) The Grantee shall notify Cal ICH of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Cal ICH to the independent auditor's working papers.
- iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Cal ICH for each audit finding within 90 days from the date of the audit finding report.

5) Inspection and Retention of Records

a) Record Inspection

Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Cal ICH, or its designee, with any relevant information requested. The Grantee agrees to give Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP-3 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.7, subdivision (m), if upon inspection of records Cal ICH identifies noncompliance with grant requirements. Cal ICH retains the right to impose a corrective action plan on the Grantee.

b) Record Retention

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

6) Breach and Remedies**a) Breach of Agreement**

Breach of this Agreement includes, but is not limited to, the following events:

- i) Grantee's failure to comply with the terms or conditions of this Agreement.
- ii) Use of, or permitting the use of, HHAP-3 funds provided under this Agreement for any ineligible activities.
- iii) Any failure to comply with the deadlines set forth in this Agreement.

b) Remedies for Breach of Agreement

In addition to any other remedies that may be available to Cal ICH in law or equity for breach of this Agreement, Cal ICH may:

- i) Bar the Grantee from applying for future HHAP funds;
 - ii) Revoke any other existing HHAP-3 award(s) to the Grantee;
 - iii) Require the return of any unexpended HHAP-3 funds disbursed under this Agreement;
 - iv) Require repayment of HHAP-3 funds disbursed and expended under this Agreement;
 - v) Require the immediate return to Cal ICH of all funds derived from the use of HHAP-3 funds
 - vi) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-3 requirements.
- c) All remedies available to Cal ICH are cumulative and not exclusive.
- d) Cal ICH may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

7) Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Cal ICH to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Cal ICH to enforce these provisions.

8) Nondiscrimination

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9) Conflict of Interest

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, " For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).
- d) **Representatives of a County:** A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10) Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

- a) Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:
- i) The dangers of drug abuse in the workplace;
 - ii) Grantee's policy of maintaining a drug-free workplace;
 - iii) Any available counseling, rehabilitation, and employee assistance program; and
 - iv) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.
- b) Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
- i) Will receive a copy of Grantee's drug-free policy statement, and
 - ii) Will agree to abide by terms of Grantee's condition of employment or subcontract.

11) Child Support Compliance Act

For any Contract Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12) Special Conditions – Grantees/Subgrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Cal ICH prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-3

funds. Failure to comply with these conditions may result in termination of this Agreement.

- a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:
 - i) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 - ii) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 - iii) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.
- iv) Agree to include all the terms of this Agreement in each subcontract.

13) Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-3 program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to Cal ICH upon request.

14) Inspections

- a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b) Cal ICH reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

- c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) Litigation

- a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Cal ICH, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- b) The Grantee shall notify Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Cal ICH, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Cal ICH.

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Remainder Disbursement Standard Agreement****EXHIBIT D****SPECIAL TERMS AND CONDITIONS**

- 1) All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-3 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-3 funds, must be used for HHAP-3-eligible activities and reported on as required by Cal ICH.
- 2) Per Health and Safety Code Section 50220.7 (g), any housing-related activities funded with HHAP-3 funds, including but not limited to emergency shelter (per HSC § 50220.7(e)(8)(F)), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-3 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid rehousing, and longer-term interventions like supportive housing.
- 3) Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-3-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-3 funding (e.g., by creating appropriate HHAP-3-specific funding sources and project codes in HMIS).
- 4) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide

Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

- 5) Grantee agrees to accept technical assistance as directed by Cal ICH or by a contracted technical assistance provider acting on behalf of Cal ICH and report to Cal ICH on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.
- 6) Grantee agrees to demonstrate a commitment to racial equity and, per Section 50222 (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with Cal ICH, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.
- 7) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)

Remainder Disbursement Standard Agreement

EXHIBIT E

STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2>

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.



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SECTION I: GENERAL INFORMATION

Contractor Name: (As Displayed in SAP)	HomeFirst Services of Santa Clara County		
Purchase Order Number:			
Agency/Department Name:	CEO - Office of Supportive Ho	Department Number:	168
Brief Description of Services	The Contractor must operate a Rapid Rehousing program ("RRH" or "Program"). RRH offers time- limited rental subsidies, case management, and other supportive services to help clients move into sustainable housing as quickly as possible and achieve independence and long-term housing stability.		

Maximum Financial Obligation

The maximum amount payable to this Contractor under this agreement shall not exceed:	476667
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Term of Agreement

Start Date: 06/01/2024	End Date: 06/30/2025
Note: When left blank, start date will be the date executed by Authorized County Representative.	

For County Use Only

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept. Code)	Amount	WBS (Capital Project Code)	Internal Order ("PCA" code - optional)
Line 1	H	168	5255500		36667		
Line 2	H	168	5255500		440,000		
Line 3	Select						
Line 4	Select						
Line 5	Select						

Approved: 04/16/2024



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SECTION II: PARTIES TO AGREEMENT

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below, except as otherwise specifically provided for herein. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

CONTRACTOR

Contractor Name: (As Displayed in SAP)	HomeFirst Services Of Santa Clara County				
Contact Person:	Andrea Urton, CEO				
Street Address*:	507 Valley Way				
City*:	Milpitas	State:	CA	Zip:	95035
Telephone Number*:	(408) 539-2118				
Email Address*:	aurton@homefirstscc.org				
SCC Vendor Number: (As Assigned in SAP)	1003558				
*To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS					

COUNTY OF SANTA CLARA

Agency/Department:	CEO - Office of Supportive Housing				
Program Manager/Contract Monitor Name:	Angelica Niklowitz				
Street Address:	150 W Tasman Drive				
City:	San Jose	State:	CA	Zip:	95124
Telephone Number:	(408) 234-2366				
Fiscal Contact: (Accounts Payable Contact)	Diem Hoang				
Contract Preparer:	Emee Banico				



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SECTION III: CONTRACT AUTHORIZATION

It is agreed between County and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits and attachments. In addition, County and Contractor assert that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, Independent Contractors shall comply with the County's insurance and indemnification requirements. Contractor certifies that any applicable insurance waiver information (Section VII, B) is true and correct. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

SIGNATURES

Contract is not valid until signed by Contractor, County Counsel and County's Authorized Representative.

County Agency/Department Manager:	DocuSigned by: <i>Consuelo Hernandez</i>	Date:	4/9/2024
County Agency/Department Fiscal Officer:	7B3319C0D83D4AC... DocuSigned by: <i>Swana Sun</i>	Date:	4/9/2024
County Counsel Approval as to Form and Legality	DocuSigned by: <i>Stefanie Wilson</i>	Date:	4/9/2024
<i>(Signature required on all contracts before execution by Contractor and County Authorized Representative)</i>			
Contractor:	DocuSigned by: <i>[Signature]</i>	Date:	4/9/2024
County Authorized Representative: SUSAN ELLENBERG <i>(Procurement Department; President, Board of Supervisors; or Delegated Authority)</i>	2224BFCB18CA42C... <i>Susan Ellenberg</i>	Date:	APR 16 2024
Office of the County Executive:		Date:	
<i>(Signature required when Board approved contract by a delegation of authority)</i>			
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest: <i>[Signature]</i> Curtis Boone Acting Clerk of the Board of Supervisors <i>(Signature required when Board approved contract)</i>	Date:	APR 16 2024



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SECTION IV: DETERMINATION OF RELATIONSHIP STATUS

Dependent/Independent status is an important relationship distinction. It determines the contractor's eligibility for Medicare and Social Security, Public Employees' Retirement System benefits, and other benefits and affects how the contractor files tax returns and the contractor's responsibility for various federal and state taxes.

Questionnaire to be Completed by Contracting Department to Determine Relationship Status of Contractor

Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? **If the answer to any of these questions is YES, select YES from the dropdown.**

No

Training: Will the County instruct the contractor on how to do the job or pay for external training?

No

Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work?

No

Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc.?

No

Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions— **answer YES**. When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before— **answer NO**.

No

Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision?

No

Designation as Business Entity: If the Contractor has a business license or business certificate, or is a corporation, nonprofit organization, or school district, select "No" from the dropdown. (This does not pertain to professional licenses or certificates such as a license for a physician or architect.) **Enter below the business license number and the city/entity where issued.**

No

Select...

Bus. License #:

Issued by:

Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer "NO" to this question. Be sure this answer matches the contract payment schedule in Section V.

No

Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support.

No

If at least 5 of the above questions were answered "NO", Contractor is an **Independent Contractor**.



If 5 or more of the above questions were answered "YES", Contractor is a **Dependent Contractor**, where the relationship resembles that of employer/employee. Tax withholding is required, and benefits are provided. Complete and attach the following forms: Employee's Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit www.ceo for more information regarding Dependent Contractors. County insurance requirements do not apply to Dependent Contractors.



Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor's tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority, based on a change of tax withholding and benefit status.

Contractor's Initials:

DS
RR

**Dept. Fiscal Officer's
Signature:**

DocuSigned by:

Swona Sun

974C87757A25426...



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SECTION V: CONTRACT SPECIFICS

A. SERVICE DESCRIPTION AND EXPECTED OUTCOME (SCOPE OF SERVICE)

[Empty text area for Section A]

Or	<input checked="" type="checkbox"/>	See Attachment:	A	incorporated by this reference.
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B. DELIVERABLES, MILESTONES & TIMELINE FOR PERFORMANCE

[Empty text area for Section B]

Or	<input checked="" type="checkbox"/>	See Attachment:	A	Incorporated by this reference.
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C. PERFORMANCE STANDARDS

[Empty space for performance standards]

Or See Attachment: A Incorporated by this reference.

D. PAYMENT SCHEDULE

Note: Dependent contractors are not permitted to work in excess of 40 hours per week

Is contractor a Community Based Organization (CBO)?

Yes
No

[Empty space for payment schedule details]

Or See Attachment: A & Incorporated by this reference.



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STANDARD PROVISIONS

Changes to the terms and conditions in this section require approval of County Counsel

A. ENTIRE AGREEMENT

This Agreement and its Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

B. AMENDMENTS

This agreement may only be amended by a written instrument signed by the Parties.

C. *CONFLICTS OF INTEREST; POLITICAL REFORM ACT*

Contractor shall comply, and require its employees, agents, and subcontractors to comply, with all (1) applicable requirements governing avoidance of impermissible client conflicts; and (2) federal, state and local conflict of interest and disclosure laws and regulations including, without limitation, California Government Code section 1090 et seq., the California Political Reform Act (California Government Code section 87100 et seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not use any contractor or employ any person having such an interest. Contractor, including but not limited to Contractor's employees, agents, and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Act are applicable to any individual providing service under the Agreement, Contractor shall, upon execution of this Agreement, provide County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "mak[ing] a governmental decision" or "serv[ing] in a staff capacity" and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position, (2 CCR 18700.3), as part of Contractor's service to County under this Agreement. Contractor shall immediately notify County of the names and email addresses of any additional individuals later assigned to provide such service to County under this Agreement in such a capacity. Contractor shall immediately notify County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to County. Contractor shall ensure that all such individuals identified pursuant to this paragraph understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable conflict of interest and disclosure laws and regulations, and shall file Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

D. LEVINE ACT COMPLIANCE

Contractor will comply, and will ensure that its agents (as that term is defined under 2 Cal. Code Regs. § 18438.3(a)) and its subcontractors identified in Contractor's proposal responding to a County solicitation and/or identified in this Agreement ("Subcontractors") comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 - 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. Contractor agrees to submit any disclosures required to be made under the Levine Act at the Office of the Clerk of the



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Board of Supervisors website at <http://www.sccgov.org/levineact>, and Contractor shall require Subcontractors to do the same. If this Agreement is to be considered or voted upon by the County's Board of Supervisors, Contractor shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and Contractor must submit all such forms to the County as a prerequisite to execution of the Agreement.

E. GOVERNING LAW, VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

F. ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

G. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

H. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

I. TERMINATION



Standard Termination Language

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

-OR-



Alternate Termination Language Attached as Exhibit ____, incorporated by this reference. (Requires County Counsel Approval)

J. COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

- (1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.
- (2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status



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in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

- (3) **Compliance with Wage and Hour Laws:** Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.
- (4) **Definitions:** For purposes of this Subsection H, the following definitions shall apply. A “Final Judgment” shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual’s sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose’s Office of Equality Assurance.
- (5) **Prior Judgments, Decisions or Orders against Contractor:** **By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.**
- (6) **Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract:** If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- (7) **Access to Records Concerning Compliance with Pay Equity Laws:** In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor’s records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County’s request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection H, except where prohibited by federal or state laws, regulations or rules. County’s access to such records and facilities shall be permitted at any time during Contractor’s normal business hours upon no less than 10 business days’ advance notice.
- (8) **Pay Equity Notification:** Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, “Employees and Job Applicants”) with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor’s Employees and Job Applicants.
- (9) **Material Breach:** Failure to comply with any part of this Subsection H shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available



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under this Agreement and at law. County may, among other things, take any or all of the following actions:

- (i) Suspend or terminate any or all parts of this Agreement.
- (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
- (iii) Offer Contractor an opportunity to cure the breach.

Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection H on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

K. BUDGET CONTINGENCY

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

L. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

M. FOOD AND BEVERAGES STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option.

If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (*e.g.*, soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

N. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.



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O. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County

before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

P. THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

Q. INTELLECTUAL PROPERTY RIGHTS

Ownership: County shall own all right, title and interest in and to the Deliverables. For purposes of this Agreement, the term "Deliverables" shall mean any documentation and deliverables created by Contractor during the performance of services that are identified in this Agreement. Contractor hereby assigns to the County all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by Contractor, either alone or jointly with others, during the period of Contractor's agreement with the County or result from the use of premises leased, owned or contracted for by the County.

Contractor acknowledges that all original works of authorship which are made by Contractor (either solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or delivered by Contractor, either solely or jointly with others, in connection with any agreement with the County.

R. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not supersede the requirements stated in VII of this agreement.

S. OWNERSHIP RIGHTS TO MATERIALS/RESTRICTIONS ON USE

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the



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County, which consent may be withheld by the County in its sole discretion.

Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are “works made for hire,” as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County.

Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this agreement.

T. COUNTY DATA

(1) Definitions: “County Data” shall mean data and information received by Contractor from County. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a contractor for use by County. “County Confidential Information” shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by County, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives.

(2) Contractor shall not acquire any ownership interest in County Data (including County Confidential Information). As between Contractor and County, all County Confidential Information and/or County Data shall remain the property of the County. Contractor shall not, without County’s written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement.

(3) Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users. Upon termination or expiration of this Agreement, Contractor shall seek and follow County’s direction regarding the proper disposition of County Data.

(4) Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying County by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in Contractor’s security that materially affects County or end users. If the initial notification is by phone, Contractor shall provide a written notice within 5 days of the incident. Contractor shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Agreement. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor’s sole expense. Contractor shall not charge County for any expenses associated with Contractor’s compliance with these obligations.

(5) Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.

U. PAYMENT TERM

[NOT APPLICABLE TO COMMUNITY BASED ORGANIZATIONS - Describe payment terms for CBO’s in Section V. (D) PAYMENT SCHEDULE]

The County’s standard payment term shall be Net Thirty (30), unless otherwise agreed to by the parties. Payment shall be due Net Thirty (30) days from the date of receipt and approval of correct and proper invoices. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic funds transfer.

V. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or



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other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

W. LIVING WAGE (IF APPLICABLE)

Unless otherwise exempted or prohibited by law or County policy, where applicable, Contractors that contract with the County to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more ("Direct Services Contract"), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- (a) Suspend, modify, or terminate the Direct Services Contract.
- (b) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- (c) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

X. COVID-19 REQUIREMENTS (IF APPLICABLE)

Contractor shall comply with all County requirements in effect relating to COVID-19 for persons who routinely perform services for County onsite and share airspace with or proximity to other people at a County facility as part of their services for County as set forth in a County Health Order (or similar directives) available at <https://covid19.sccgov.org/home>, and incorporated herein by this reference. Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section.

Y. SURVIVAL

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to survive this Agreement, shall survive the termination or expiration of this Agreement, including but not limited to all terms (1) providing for indemnification of County; (2) relating to the California Public Records Act; (3) relating to County Data; and (4) relating to Contractor's obligations upon termination or expiration of this Agreement.



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SECTION VII: INSURANCE/INDEMNIFICATION

Independent Contractors shall comply with the County's insurance and indemnification requirements as indicated below. These requirements do not apply to Dependent Contractors.

A. TYPE OF INSURANCE LANGUAGE



The following standard insurance and indemnification language is attached and incorporated into this agreement:

Insurance Exhibit Name: B-2



Modification or Waiver Attached (if appropriate)

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

Workers Compensation:

Does the contractor have employees?

If "YES", then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.

Yes

Owned Auto Insurance:

Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?

If "YES", then INSURANCE FOR OWNED AUTOS IS REQUIRED.

Yes

Hired Auto Insurance:

Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?

If "YES", then INSURANCE FOR HIRED AUTOS IS REQUIRED.

Yes

Non-owned Auto Insurance

Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself?

If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.

Yes

When "NO" is selected, this declaration will serve as a waiver for the specified type of insurance.

SECTION VIII: FEDERAL/STATE REQUIRED PROVISIONS

(Examples include Drug-free Workplace Activity, Health Insurance Portability and Accountability Act (HIPAA), Business Associate Language, etc.)



A. Federal Required Language Attached

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Exhibit Name:

A: Federally Required



B. State Required Language Attached

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Exhibit Name:

The Exhibits named above are attached and incorporated by this reference.



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SECTION IX: ADDITIONAL ATTACHED EXHIBIT(S)

Attachments and exhibits that conflict with County standard provisions or require risk assessment must be approved by County Counsel. Examples of attachments that require County Counsel approval are:

- 1) Contractor’s terms and conditions that are different than, or add to the standard provisions’ language,
- 2) Any changes to the language in Section VI—Standard Provisions.

Exceptions to County Counsel review include attachments that further explain the Contract Specifics as outlined in Section V, and insurance exhibits.

<input type="checkbox"/>	Exhibit Name (s)	
The Exhibits named above are attached and incorporated by this reference.		

**ATTACHMENT A
CONTRACT SPECIFICS**

CONTRACTOR NAME	HomeFirst Services of Santa Clara County
PROGRAM NAME	Rapid Rehousing Services at The Roosevelt
PROGRAM LOCATION ADDRESS	21 N 21 st St, San José, CA 95116
PROGRAM CONTACT PERSON	Kelly Vazquez (408) 539-2164
COUNTY PROGRAM CONTACT	Angelica Niklowitz (408) 278-6472
FUNDING SOURCE	Measure A

A. SERVICE DESCRIPTION AND EXPECTED OUTCOME (SCOPE OF SERVICES)

The Contractor must operate a Rapid Rehousing program (“RRH” or “Program”). RRH offers time-limited rental subsidies, case management, and other supportive services to help clients move into sustainable housing as quickly as possible and achieve independence and long-term housing stability. The Contractor shall operate the Program in a manner that is consistent with the Santa Clara County Continuum of Care (“SCC CoC”) Quality Assurance Standards, which are posted on the SCC CoC’s website.

In addition to meeting the SCC CoC Quality Assurance Standards, the Contractor shall comply with the following:

1. The target population for this Program is individuals or families referred from the community queue, enrolled in the Program, who are literally homeless or at imminent risk of homelessness and are or shall become tenants of The Roosevelt housing development.
2. The Contractor must participate in Santa Clara County’s coordinated assessment system (“CAS”) and must accept referrals from the community queue based on locally approved prioritization criteria for Rapid Rehousing programs.
3. The Contractor may conduct outreach to identify and engage members of the target population if the Contractor follows the CAS standards. Clients engaged in outreach by the Contractor must go through the standard CAS processes to be referred to the Program unless otherwise approved by the Contract Monitor and the SCC CoC Quality Assurance Manager.
4. The Program will provide strengths-based, client-centered services to help clients become independently able to maintain housing stability. The Contractor must offer case management, housing search assistance, and temporary rental assistance to all program enrollees. The Contractor may also offer other supportive services to promote housing stability, including flexible financial assistance, educational support, employment assistance, connections to mainstream benefits and healthcare, life-skills training, childcare resources, and access to legal services.
5. Participation in case management and other supportive services must not be required for clients to receive temporary rental assistance. However, the Contractor may require that clients interact with the program one time per month for temporary rental assistance to be paid.

- The Contractor’s clients shall have access to various rental subsidies or subsidized units, some of which may be provided by the county. The contractor is not expected to administer rental subsidies or payment.

B. DELIVERABLES, MILESTONES, & TIMELINE FOR PERFORMANCE

- Contractor shall provide services annually to the number of individuals or households described in Table 1, below.

Table 1

Program	Capacity
The Roosevelt	40

- Contractor must perform services according to the deliverables and metrics described in Table 2, below.

Table 2

Performance Category	Process Deliverables	Metrics
Engagement	Contractor initiates engagement with clients referred within three business days of receiving referral	<ul style="list-style-type: none"> Date of first engagement service transaction minus referral date
Client Satisfaction Survey	Contractor must attempt to survey 100% clients who have participated in the program	<ul style="list-style-type: none"> Date of Attempt documented in HMIS Aggregate Survey Data

C. PERFORMANCE STANDARDS

The Contractor shall:

- Provide services in alignment with Continuum of Care Quality Assurance Standards, including but not limited to Housing First approaches, protection of client choice, cultural competency, and equal access regardless of actual or perceived sexual orientation, gender or marital status.
- Serve its clients in funded programs using Harm Reduction Principles, under which the service provider focuses on reducing the negative consequences of substance use, not enforcing sobriety.
- Provide services in a manner that considers the cultural needs of the target population, including meeting the needs of clients with limited English proficiency.
- Comply with Santa Clara County’s Homeless Management Information System (HMIS) Standard Operating Procedures (SOP) including, but not limited to: utilization of HMIS to track all clients at entry and exit, input of all required universal and common data elements by project type,

maintain overall data quality in accordance with the Santa Clara County Continuum of Care (CoC) Continuous Data Quality Improvement Process (SOP Appendix F), and maintain the confidentiality and security of client data in accordance with the SOP, this Agreement, and applicable laws. Non-compliance with HMIS procedures, standards, or governing laws shall constitute a material breach and may result in the termination of the Agreement. For agencies that are prohibited from entering data into HMIS, the agencies must still comply with HMIS requirements in a comparable database and provide aggregate data to meet this requirement.

5. Provide quarterly (for fiscal year quarters ending September 30, December 31, March 31, and June 30) and annual (for fiscal year ending June 30) reports on progress toward the system performance benchmarks set by the SCC CoC, published annually on the SCC CoC's website. Reports should include data for the reporting period, fiscal year to date, and contract to date. Reports should be submitted to the OSH Contract Monitor within 30 days of the end of the reporting period.

6. Provide monthly reports on utilization by program, including:
- i. Number of unduplicated individuals and/or households served
 - ii. Number of enrolled households at the end of the month housed
 - iii. Number of enrolled households at the end of the month unhoused
 - iv. Utilization rate

Reports should include data for the reporting period, fiscal year to date, and contract to date. Reports must be submitted to the OSH Contract Monitor with the monthly invoice.

7. Meet or exceed the applicable system performance benchmarks for RRH programs. Benchmarks are updated annually and are as follows:
- i. The extent to which individuals and families who leave homelessness experience additional spells of homelessness:
 - a. Metric 2a.2 – 8% or fewer of households who exit to permanent housing destinations will return to homelessness within six to twelve months.
 - b. Metric 2b.2 – 14% or fewer of households who exit to permanent housing destinations will return to homelessness within two years.
 - ii. Employment and Income Growth for homeless individuals and families:
 - a. Metric 4.1 – 32% or more of households still enrolled during the reporting period will have gained or increased employment income.
 - b. Metric 4.2 – 22% or more of households still enrolled during the reporting period will have gained or increased non-employment cash income.

- c. Metric 4.3 – 38% or more of households still enrolled during the reporting period will have gained or increased total cash income.
 - d. Metric 4.4 – 38% or more of households will gain or improve employment income from program entry to program exit.
 - e. Metric 4.5 – 20% or more of households will gain or improve non-employment cash income from program entry to program exit.
 - f. Metric 4.6 – 50% or more of households will gain or improve total cash income from program entry to program exit.
 - iii. Successful housing placement:
 - a. Metric 7b.1 – 83% or more of households will exit to a permanent housing destination.
 - iv. Local measures:
 - a. Metric (a) – 96% of housed clients are enrolled in health insurance.
 - v. Process measures:
 - a. Metric (a) – 96% or more of households will exit to a known destination.
 - b. Data quality
 - 1. Metric (c1) for all housing types: 0% of clients will have missing values in HUD universal data elements.
 - 2. Metric (c2) for all housing types: 5% of clients or fewer will have Don't Know/Refused answers in HUD universal data elements, excluding Social Security Number, Race, and Exit Destination.
- 8. The Contractor shall report all major and/or media-sensitive incidents to the designated County representative ("Contract Monitor").
 - a. Major or sensitive incidents include but are not limited to: serious injury or death related to the services provided under the Agreement; serious injury or death of any person in the Contractor's care; serious injury or death of any person on property owned, leased, or operated by the Contractor, including but not limited to facilities, parks, sidewalks, roads, and parks; serious damage to the property of another related to the services provided by the Contractor under this Agreement; criminal conduct involving Contractor personnel; any event that has a significant possibility of resulting in a claim or lawsuit against the County; any event that has a significant possibility of resulting in a claim or lawsuit against the Contractor that is related to

- this Agreement; any complaints of discrimination or harassment by the Contractor’s Clients; and, any event that has a possibility of receiving public or media attention.
- b. The Contractor shall report any such incidents as soon as possible but no later than twenty-four (24) hours from when the Contractor learns of the incident.
 - c. The Contractor must include the following information in all incident reports: name and contact information of the submitting individual; name and email address of the best contact for immediate access to a Contractor staff member who can answer questions regarding the incident; an indication of whether press coverage is likely; an incident description, including date, time, and location of the incident; the names and job titles of Contractor personnel involved in the incident; and a description of any action taken in response to the incident.

D. STAFFING REQUIREMENT

A. Projected Staff

Table 1

TITLE	TYPE OF LICENSE/ CERTIFICATION TRAINING
.10 FTE Program Director	Bachelor of Arts in Social Work (BASW) or related human services degree preferred, not required
.40 FTE Program Manager	Bachelor of Arts in Social Work (BASW) or related human services degree preferred, not required
2.0 FTE Case Manager	Bachelor of Arts in Social Work (BASW) or related human services degree preferred, not required
1.0 FTE Employment Specialist	Bachelor of Arts in Social Work (BASW) or related human services degree preferred, not required
.33 FTE Resident Activities Coordinator	Bachelor of Arts in Social Work (BASW) or related human services degree preferred, not required

- B. The Contractor shall acquire and maintain appropriate staffing in order to meet the needs of the diverse population and demographics of Santa Clara County.

E. PAYMENT SCHEDULE

- 1. Invoices shall be submitted to the OSH Contract Monitor by the last day of the following month, or the first business day thereafter, using a template approved by the County.
- 2. June 30th of each year is the end of the County’s fiscal year. An estimate for the June invoice should be submitted on June 17, 2024 and June 16, 2025. The July invoice should be submitted by the County’s fiscal year end accounts payable deadline, which is usually on the second Friday of July.
- 3. Contractor will invoice the County for actual costs by project within the budget in:

- i. Attachment B FY24 Budget
- ii. Attachment B FY25 Budget

Subcontractors and travel shall be billed at actual cost and in accordance with County policy.

4. Contractor must submit a cost allocation plan for shared costs, accounting records, such as a detailed general ledger report, with each invoice for actual expenses reflecting the charges invoiced to the County. Contractor must be able to provide the supporting documentation described in Table 2, below, at the County’s request.

Table 2

Expense Category	Supporting Documentation
Personnel – Salary	<ul style="list-style-type: none"> • Time and activity reports • Payroll records
Personnel – Benefits	<ul style="list-style-type: none"> • Invoices • Allocation methodology and records • Payroll records
Non-personnel	<ul style="list-style-type: none"> • Invoices and receipts • Mileage logs • Allocation methodology and records
Allocated Administrative Overhead	<ul style="list-style-type: none"> • If applicable, documentation of Federally-approved indirect rate • Allocation methodology and records • Records to support actual costs

5. Contractor may request a minor budget modification using the template provided by the Office of Supportive Housing. The County (including Administration and the Department) may, at its sole discretion, approve and implement Contractor’s budget modification requests, provided that such modifications: (i) are clerical, non-substantive, and not material to the performance of the contract; (ii) do not increase or decrease the total amount, agreed- upon costs, or maximum financial obligation(s) under this Agreement; and/or (iii) do not alter the agreed-upon service description(s) and/or expected outcome(s) (i.e., the “scope of service”). The County retains discretion to deny a budget modification request or require contract amendment, even if these requirements are met. Budget modifications must be approved before Contractor incurs costs, the County does not guarantee reimbursement of expenses that have not been approved.
6. If Contractor receives overpayment from the County, Contractor shall promptly recompense the full amount of the overpayment to the County no later than 60 days after discovery or notice of the overpayment. Notwithstanding anything to the contrary in this Agreement, if Contractor fails

to recompense the County within 60 days, the County may, at its sole discretion and without prejudice to any other right or remedy it has or may have, set off or recoup any liability owed to the County from future payments to Contractor for services rendered under this Agreement or any other contract between the County and Contractor. As a courtesy, the County will make best efforts to provide Contractor with notice prior to setoff or recoupment.

7. Contractor acknowledges and agrees that as part of its management and oversight responsibilities for the Program, Contractor and Subcontractors are solely responsible for complying with all federal and state tax reporting obligations applicable to payments made to payees under this Agreement.

ATTACHMENT B: FY 24 Budget

AGENCY	HomeFirst
PROGRAM NAME	The Roosevelt
START DATE	6/1/2024
END DATE	6/30/2024
PROJECT TYPE	Supportive Services
TOTAL PROGRAM CAPACITY	40 RRH Units
FUNDING SOURCE(S)	Measure A

Personnel	FTE	MeasA	Total
Director, Interim Housing Services	0.10	\$ 980	\$ 980
Program Manager	0.30	\$ 2,360	\$ 2,360
Employment Specialist	1.00	\$ 5,120	\$ 5,120
Case Manager	2.00	\$ 10,240	\$ 10,240
Allocated Quality/Data Mgmt Salaries		\$ 1,310	\$ 1,310
Payroll Taxes and Benefits		\$ 5,000	\$ 5,000

Other Direct Expenses		MeasA	Total

Operating Expenses		MeasA	Total
Telecommunications		\$ 170	\$ 170
Supplies and IT equipment		\$ 7,037	\$ 7,037
Travel		\$ 100	\$ 100
Allocated Quality/Data Mgmt non payroll		\$ 90	\$ 90

		MeasA	Total
Admin Overhead		\$ 4,260	\$ 4,260

	MeasA	Total
DIRECT EXPENSES TOTAL	\$ 25,010	\$ 25,010
OPERATING EXPENSES TOTAL	\$ 7,397	\$ 7,397
ADMINISTRATIVE EXPENSES TOTAL	\$ 4,260	\$ 4,260
TOTAL PROGRAM BUDGET	\$ 36,667	\$ 36,667

ATTACHMENT B: FY 25 Budget

AGENCY	HomeFirst
PROGRAM NAME	The Roosevelt
START DATE	7/1/2024
END DATE	6/30/2025
PROJECT TYPE	Supportive Services
TOTAL PROGRAM CAPACITY	40 RRH Units
FUNDING SOURCE(S)	Measure A

Personnel	FTE	MeasA	Total
Director, Interim Housing Services	0.10	\$ 12,680	\$ 12,680
Program Manager	0.30	\$ 40,240	\$ 40,240
Resident Activities Coordinator	0.33	\$ 18,770	\$ 18,770
Case Manager	2.00	\$ 130,280	\$ 130,280
Employment Specialist	1.00	\$ 65,140	\$ 65,140
Allocated Quality/Data Mgmt		\$ 18,700	\$ 18,700
Payroll Taxes and Benefits		\$ 71,450	\$ 71,450

Other Direct Expense		MeasA	Total
Financial Assistance		\$ 10,390	\$ 10,390

Operating Expense		MeasA	Total
Telecommunications		\$ 2,300	\$ 2,300
Supplies		\$ 13,880	\$ 13,880
Conferences		\$ 2,000	\$ 2,000
Travel		\$ 2,500	\$ 2,500
Staff Development		\$ 400	\$ 400
Quality/Data mgmt, non payroll		\$ 1,340	\$ 1,340

Admin		MeasA	Total
Admin Overhead		\$ 49,930	\$ 49,930

	MeasA	Total
DIRECT EXPENSES TOTAL	\$ 367,650	\$ 367,650
OPERATING EXPENSES TOTAL	\$ 22,420	\$ 22,420
ADMINISTRATIVE EXPENSES TOTAL	\$ 49,930	\$ 49,930

TOTAL PROGRAM BUDGET	\$ 440,000	\$ 440,000
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Exhibit A

COUNTY OF SANTA CLARA **FEDERALLY REQUIRED CONTRACT PROVISIONS**

The federally required contract provisions listed below are made a part of the Contractor's Contract with the County.

The term "Contractor", as used throughout this Exhibit shall mean the contractor identified in the Contract as Contractor, Provider, Consultant, or similar term.

The term "Contract" as used throughout this Exhibit shall mean the contract or other agreement, with exhibits, into which this Exhibit is incorporated.

The term "Federal Awarding Agency" as used throughout this Exhibit shall mean the federal agency, such as the Federal Emergency Management Agency (FEMA), providing or administering funding or reimbursement for amounts paid under the Contract. The administrative head of the Federal Awarding Agency, such as the FEMA Administrator, is identified as the "Federal Awarding Agency Administrator."

The term "State" as used throughout this Exhibit shall mean the State of California and include any of its departments or agencies.

These federally required contract provisions will collectively be referenced as the "Federal Award Contract Terms."

The terms and conditions of the Contract and the Federal Award Contract Terms should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the Federal Award Contract Terms, and unless otherwise stated within the terms of this Exhibit, the Federal Award Contract Terms shall govern and prevail.

A. **No Obligation by the Federal Government**

The federal government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

B. **Access to Records**

- (1) Upon request, the Contractor agrees to provide the County, State, Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) Upon request, the Contractor agrees to provide the Federal Awarding Agency Administrator or the Federal Awarding Agency Administrator's authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the County of Santa Clara and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency Administrator or the Comptroller General of the United States.

C. Procurement of Recovered Materials

- (1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are United States Environmental Protection Agency-designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - ii. Meeting Contract performance requirements; or
 - iii. At a reasonable price.
- (2) Information about this requirement along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

D. Department of Homeland Security (DHS) Seal, Logo and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

E. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that federal financial assistance may be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

F. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to

this Contract.

G. Equal Employment Opportunity

If the Contract is for construction work, as defined in 41 C.F.R. § 60-1.3, or a successor regulation, the provisions of this Section G shall apply.

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of

the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and

penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

H. **Clean Air Act and the Federal Water Pollution Control Act**

The provisions of this Section H apply to contracts exceeding \$150,000.

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Federal Awarding Agency.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Federal Awarding Agency.

I. **Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of more than \$100,000 shall file the certification required by the Byrd-Anti-Lobbying amendment. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay

any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

J. **Contract Work Hours and Safety Standards Act**

The provisions of this Section J apply to contracts over \$100,000 that involve the employment of mechanics and laborers.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts

the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Awarding Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

K. Debarment and Suspension

- (1) This Contract may be a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while its offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

L. Termination for Cause

If the Contract value exceeds \$10,000, to the extent the Contract does not provide for termination for cause outside of this Exhibit, and in addition to any

right to terminate for convenience as described in the Contract, the County may, after providing five days' written notice, terminate the Contract for the Contractor's failure to perform or observe any term, covenant, or condition of the Contract.

M. **Remedies**

In the event of a breach by the Contractor of any term, covenant, or condition of the Contract, the County shall have the right to pursue all available remedies at law or equity. Except as expressly provided elsewhere in this Contract, each party's rights and remedies under this Contract are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

N. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms**

If this Contract was awarded in a competitive procurement, Contractor engages subcontractors to perform work under the Contract, and the Contract is for \$10,000 or above, Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

O. **Prohibition on Contracting for Covered Telecommunications Equipment or Services**

- (1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (2) Prohibitions.
 - (a) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (b) Unless an exception in paragraph (3) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Awarding Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of

- any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (3) Exceptions.
- (a) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (b) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - a. Are *not used* as a substantial or essential component of any system; *and*
 - b. Are *not used* as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (4) Reporting requirement.
- (a) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.
 - (b) The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

P. Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Q. License and Delivery of Works Subject to Copyright and Data Rights

In addition to any license granted to the County elsewhere in this Contract, the Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the County or acquire on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the County data first produced in the

performance of this Contract and data required by the Contract but not first produced in the performance of this Contract in formats acceptable by the County.

R. **Subcontracts**

To the extent applicable, the Contractor shall include the provisions of this Exhibit in all subcontracts.

EXHIBIT B-2 (revised)

INSURANCE REQUIREMENTS FOR
STANDARD CONTRACTS ABOVE \$100,000

Indemnity

Notwithstanding any other provision of this Agreement, Contractor shall indemnify, release, hold harmless, and defend, with counsel approved by County of Santa Clara (hereinafter "County"), County and its officers, agents, and employees from any claim, demand, suit, judgment, liability, loss, injury, damage, or expense of any kind (including attorneys' fees and costs) arising out of, or in connection with, performance of this Agreement by Contractor and/or its officers, agents, employees, or sub-contractors, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for County as allowed by law. Contractor shall reimburse County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation or process in which Contractor contests its obligation to indemnify, defend, and/or hold harmless County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-2 (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the

EXHIBIT B-2 (revised)

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
- 2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

EXHIBIT B-2 (revised)

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.



**Levine Act Contractor Form:
Identification of Subcontractors and Agents**

Completed form submitted to the County of Santa Clara is a public record.

<i>This Section to be completed by County Staff after Form is completed by Contractor:</i>	
Date of Board of Supervisors Meeting When Agreement/Amendment Will Be Considered:	4/16/2024
Legislative File No.:	24-4921

Instructions to Contractor for Completion of Form:

For any contract or grant/sponsorship agreement (including amendments) with the County of Santa Clara (“Agreement”) that will be submitted to the County of Santa Clara Board of Supervisors for consideration, any party entering into the Agreement with the County (“Contractor”) must:

- 1) Fill out Sections A, B, C, and D of this form.
 - a. For Section B, list any subcontractors identified in Contractor’s solicitation/grant proposal and/or in Contractor’s Agreement with the County (“Subcontractor”).
- 2) Provide a separate Levine Act Subcontractor Form: Identification of Agents to each Subcontractor, if any, listed in Section B, and collect a completed form from each Subcontractor.
- 3) Provide this form and each completed Levine Act Subcontractor Form: Identification of Agents to the designated County of Santa Clara contract manager for this Agreement.

NOTE: This form is for the identification of Contractor’s Subcontractors and agents only. If a Contractor, Subcontractor, or their agents have any campaign contributions they are required to disclose pursuant to the Levine Act, they must separately disclose those contributions. They may make such disclosures online at <https://www.sccgov.org/levineact>.

SECTION A – CONTRACTOR AND AGREEMENT INFORMATION

Contractor Legal Name (include d/b/a if applicable):	Community Solutions
Title or Short Description of Agreement:	The Heartwood Apartments

SECTION B – SUBCONTRACTORS FOR THIS AGREEMENT

Provide list of Contractor’s Subcontractors for this Agreement:

	Name of Subcontractor(s):
1.	
2.	
3.	
4.	

If there are more than four Subcontractors, please submit a supplemental form. If attaching a supplemental form, check this box:

If no Subcontractors, check this box:

(Continue to page 2)



**Levine Act Contractor Form:
Identification of Subcontractors and Agents**

Completed form submitted to the County of Santa Clara is a public record.

SECTION C – CONTRACTOR’S AGENTS

Provide list of Contractor’s Agents (as that term is defined under Government Code section 84308 and California Code of Regulations section 18438.3¹) for this Agreement:

	Name of Agent(s):	Name of Agent’s Firm (if applicable):
1.		
2.		
3.		
4.		
5.		
6.		

If no Agents, check this box:

SECTION D – CONTRACTOR SIGNATURE

The undersigned declares that they are a representative of Contractor and are empowered to represent, bind, and execute contracts on behalf of the firm or individual. The undersigned declares that all statements in this Form are true and correct.

Erin O'Brien

President/CEO Community Solutions

Printed Name

Title

Erin O'Brien

03/08/2024

Erin O'Brien (Mar 8, 2024 17:13 PST)

Contractor’s Authorized Representative Signature

Date

¹ California Code of Regulations section 18438.3 states:

- (a) A person is the ‘agent’ of a party to, or a participant in, a pending proceeding involving a license, permit or other entitlement for use only if the person represents that party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding.
- (b) If an individual acting as an agent is also acting as an employee or member of a law, architectural, engineering or consulting firm, or a similar entity or corporation, both the entity or corporation and the individual are “agents.”
- (c) “Communication with the governmental agency for the purpose of influencing the proceeding” does not include:
 - (1) Drawings or submissions of an architectural, engineering, or similar nature prepared by a person for a client to submit in a proceeding before the agency if:
 - (A) The work is performed pursuant to the person's profession; and
 - (B) The person does not make any contact with the agency other than contact with agency staff concerning the process or evaluation of the documents prepared by the official; or
 - (2) Purely technical data or analysis provided to an agency by a person who does not otherwise engage in direct communication for the purpose of influencing the proceeding.



**Levine Act Contractor Form:
Identification of Subcontractors and Agents**

Completed form submitted to the County of Santa Clara is a public record.

<i>This Section to be completed by County Staff after Form is completed by Contractor:</i>	
Date of Board of Supervisors Meeting When Agreement/Amendment Will Be Considered:	April 16, 2024
Legislative File No.:	24-4921

Instructions to Contractor for Completion of Form:

For any contract or grant/sponsorship agreement (including amendments) with the County of Santa Clara (“Agreement”) that will be submitted to the County of Santa Clara Board of Supervisors for consideration, any party entering into the Agreement with the County (“Contractor”) must:

- 1) Fill out Sections A, B, C, and D of this form.
 - a. For Section B, list any subcontractors identified in Contractor’s solicitation/grant proposal and/or in Contractor’s Agreement with the County (“Subcontractor”).
- 2) Provide a separate Levine Act Subcontractor Form: Identification of Agents to each Subcontractor, if any, listed in Section B, and collect a completed form from each Subcontractor.
- 3) Provide this form and each completed Levine Act Subcontractor Form: Identification of Agents to the designated County of Santa Clara contract manager for this Agreement.

NOTE: This form is for the identification of Contractor’s Subcontractors and agents only. If a Contractor, Subcontractor, or their agents have any campaign contributions they are required to disclose pursuant to the Levine Act, they must separately disclose those contributions. They may make such disclosures online at <https://www.sccgov.org/levineact>.

SECTION A – CONTRACTOR AND AGREEMENT INFORMATION

Contractor Legal Name (include d/b/a if applicable):	HomeFirst
Title or Short Description of Agreement:	Roosevelt

SECTION B – SUBCONTRACTORS FOR THIS AGREEMENT

Provide list of Contractor’s Subcontractors for this Agreement:

	Name of Subcontractor(s):
1.	
2.	
3.	
4.	

If there are more than four Subcontractors, please submit a supplemental form. If attaching a supplemental form, check this box:

If no Subcontractors, check this box:

(Continue to page 2)



**Levine Act Contractor Form:
Identification of Subcontractors and Agents**

Completed form submitted to the County of Santa Clara is a public record.

SECTION C – CONTRACTOR’S AGENTS

Provide list of Contractor’s Agents (as that term is defined under [Government Code section 84308](#) and [California Code of Regulations section 18438.3¹](#)) for this Agreement:

	Name of Agent(s):	Name of Agent’s Firm (if applicable):
1.		
2.		
3.		
4.		
5.		
6.		

If no Agents, check this box:

SECTION D – CONTRACTOR SIGNATURE

The undersigned declares that they are a representative of Contractor and are empowered to represent, bind, and execute contracts on behalf of the firm or individual. The undersigned declares that all statements in this Form are true and correct.

Andrea Urton

Chief Executive Officer

Printed Name

Title

3/5/2024

Contractor’s Authorized Representative Signature

Date

ⁱ California Code of Regulations section 18438.3 states:

- (a) A person is the ‘agent’ of a party to, or a participant in, a pending proceeding involving a license, permit or other entitlement for use only if the person represents that party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding.
- (b) If an individual acting as an agent is also acting as an employee or member of a law, architectural, engineering or consulting firm, or a similar entity or corporation, both the entity or corporation and the individual are “agents.”
- (c) “Communication with the governmental agency for the purpose of influencing the proceeding” does not include:
 - (1) Drawings or submissions of an architectural, engineering, or similar nature prepared by a person for a client to submit in a proceeding before the agency if:
 - (A) The work is performed pursuant to the person's profession; and
 - (B) The person does not make any contact with the agency other than contact with agency staff concerning the process or evaluation of the documents prepared by the official; or
 - (2) Purely technical data or analysis provided to an agency by a person who does not otherwise engage in direct communication for the purpose of influencing the proceeding.



JUSTIFICATION FOR EXCEPTIONS TO COMPETITIVE PROCUREMENT

It is the policy of the Board that the County conduct an open, fair and full competitive solicitation process for the procurement of goods and/or services, with exemptions for certain goods, services and classes of procurement, and case-by-case exceptions, subject to a detailed review and approval process. The residents of Santa Clara County are best served when sound business decisions are made through a full and open competitive bidding processes. There may be certain instances when exceptions are warranted and justifiable. When a County agency/department recommends that competitive bidding is not practicable or in the best interest of the tax payers, appropriate justification supporting an exception must be submitted to the Procurement Department. Should you have any questions, please do not hesitate to contact: Matthew Hada, Director of Procurement at (408) 491-7401.

Date of Submission:	08/08/2023		
Submit Document via Requisition	Refer to the Contact and Commodity Assignment List for buyer code guidance.		
SECTION I			
		CS 2/6/2024	SD 2/6/2024
Proposed Contractor/ Consultant:	Supportive Housing Services Contractors: Abode Services, Community Solutions, The Health Trust, HomeFirst, People Assisting the Homeless (PATH), and Peninsula Healthcare Connection.		
Total Estimated Value of the Award:	Start Date:	End Date:	06/30/2028
	07/01/2023		06/30/2026
Description of Good/Service:	To provide Supportive Housing Services, including intensive case management and mental health services.		
User Budget Unit - Agency/Dept:	0168 - Office of Affordable Housing	Agency/Dept Abbreviation:	CEO
Name of Requestor:	Emee Banico	Phone #:	

SECTION II

Mark appropriate box for Contract's Signature Authority

<input checked="" type="radio"/>	Board of Supervisors
<input type="radio"/>	Delegated to Department Head or designee
<input type="radio"/>	Director of Procurement

SECTION III

Pursuant to Board Policy 5.6.5.1 (D)(2), the following are **EXCEPTIONS** to competitive bidding. Select the appropriate exception. *Agencies/ Departments requesting an Exception must provide documentation to establish there is only one source or it is otherwise in the County's best interest to waive the required bidding procedures.*

<input type="radio"/>	Sole Source: Pursuant to Board Policy 5.6.5.1 (D)(2)(a)(i) a Sole Source Procurement is a sourcing method used to procure a service without competition when it has been determined that there is only one source for the required service that is capable of meeting the requirements of the acquisition as defined in the Scope of Work or specification.
<input checked="" type="radio"/>	Single Source: Pursuant to Board Policy 5.6.5.1 (D)(2)(a)(ii) a Single Source Procurement is a sourcing method used to procure a service from one source, without soliciting competition, even though there are other vendors that can provide the service as defined in the scope of work or specification.

JUSTIFICATION FOR EXCEPTIONS TO COMPETITIVE PROCUREMENT

SECTION III (cont.)



Patent Rights: Pursuant to Board Policy 5.6.5.1(D)(2)(b), competition is precluded because of the existence of patent rights, copyrights, secret processes, control of the basic raw material(s) or similar circumstances, and there is no equivalent item or service.



Absolute Compatibility: Pursuant to Board Policy 5.6.5.1(D)(2)(c), the following are Exceptions to Competitive Procurement for Goods/Professional Services. Select the appropriate exception:

(i) Replacement parts or components for equipment – performs the same function in the equipment.

(ii) Replacement parts or components for equipment – prevent compromise of safety or reliability of product or void or invalidate manufacturer’s warranty or guarantee.

(iii) Upgrades, enhancement or additions to hardware or software - compatibility

SECTION IV

PURPOSE OF THE PURCHASE - Please describe the minimum requirements and the benefits of making the acquisition.

The Behavioral Health Services Department (BHSD) has a need to provide intensive case management and other supportive services to chronically homeless families and individuals living in permanent supportive housing (PSH) developments. Supportive services may include providing assistance in obtaining and maintaining permanent housing, improving health, and increasing stability.

Currently, Abode (ABODE) Services, Community Solutions, The Health Trust, HomeFirst, People Assisting the Homeless (PATH), and Peninsula Healthcare Connection are supportive housing services contractors for PSH developments within Santa Clara County. These six contractors were selected as a result of RFP-MHS-FY16-0108: Supportive Services for the Chronically Homeless, which was released on January 8, 2016.

Depending on the contractor, PSH services may be funded from Measure A or grant from the Department of Housing and Urban Development (HUD). Measure A is specifically earmarked for services for clients enrolled in supportive housing programs, while awarded HUD grants require BHSD to provide supportive housing services to residents of specified programs under the contracts. Contractors that provide these behavioral health services leverage Specialty Mental Health Medi-Cal and Drug Medi-Cal dollars, and have current Specialty Mental Health Medi-Cal and Drug Medi-Cal certification or have the ability to become certified to provide reimbursable services before providing services to clients.

Additionally, Abode was selected on April 21, 2014, as a result of RFP-MHS-FY14-0408:Chronic Homelessness Pay for Success. to provide: 1) "Pay for Success Housing First Initiative" housing and non-clinical services and (2) MEdiCal reimbursable mental health clinical services.A six-year agreement was approved by the Board of Supervisors (on June 23, 2015) due to "Project Welcome Home" project timeline requirements.

The Supportive Housing Services programs support the County of Santa Clara Health System to achieve its Strategic Road Map goals by reducing the burden of illness, delivering coordinated and integrated care, and increasing self-sufficiency through the provision of supportive housing services that improve client experience and health outcomes for the chronically homeless.

JUSTIFICATION FOR EXCEPTIONS TO COMPETITIVE PROCUREMENT

SECTION V

MARKET RESEARCH - Please describe your market research and the results thereof. This should include a description of similar sources or products available in the market, if any, and why they are not acceptable.

Abode Services, Community Solutions, The Health Trust, HomeFirst, PATH, and Peninsula Healthcare Connection were the six contractors selected as a result of RFP-MHS-FY16-0108. On January 8, 2016, BHSD issued a Request for Proposals (RFP) seeking qualified proposers to submit proposals to provide Supportive Services to the Chronically Homeless. On April 27, 2016, the six contractors were selected to enter into contract negotiations. After successful negotiations, each of the six contractors entered into their own master Short-Doyle/Mental Health Services Act (SD/MHSA) contract with BHSD.

The RFP-MHS-FY16-0108 noted that should the need to expand Supportive Housing Services materialize, the County may consider identifying additional funding. Additionally, the RFP noted that in the best interest of the County, and at its sole discretion, the County reserves the right to select additional vendors from this RFP and/or increase capacity of existing vendors. As such, when new PSH developments are being built, and supportive services are being planned for these developments, the six contractors are notified to inquire if they are interested in providing the services. Should more than one contractor express interest, they are all interviewed by the County Office of Supportive Housing (OSH). After OSH deliberates with the housing developers, a contractor is chosen to provide services and the new program is added to the contractor's master SD/MHSA contract.

On April 21, 2014, BHSD issued a RFP seeking qualified proposers to submit proposals to provide Chronic Homelessness Pay for Success services via RFP-MHS-FY14-0408. On July 18, 2014, Abode was selected to enter into contract with BHSD. The resulting contract was approved as a six-year agreement from July 1, 2015-June 30, 2021.

June 30, 2021 marks the end of the solicitation cycles for the current programs selected under RFP-MHS-FY16-0108. The BHSD originally planned to include the PSH and Chronic Homelessness Pay for Success programs in a Fiscal Year (FY) 2021 release RFP (for FY 2022 start date). However, the RFP release was postponed and is anticipated to be released in FY 2023 (for FY 2024 start date) in order to complete a strategic redesign of the BHSD's system of care for adults and older adults who have serious mental illnesses or co-occurring substance use disorders. Additionally, most BHSD staff and contractors have been fully engaged in adjusting services, operations, and budgets to meet organizational, and community stakeholders needs because of the recent effects from the pandemic (COVID-19) and voluntary separations of BHSD members. As such, BHSD's and partner contractor's capacity to issue respond to, manage, and complete a new solicitation was severely limited. On February 2021, the Office of the County Executive approved the postponement of the RFP.

Since June 30, 2021 marks the end of the 5-year solicitation cycle for the current PSH programs selected under RFP-MHS-FY16-0108, the current programs included in the master SD/MHSA agreements as of February 2021 have Beyond 5 Year (B5Y) approvals through June 30, 2022, approved by the Office of Countywide Contracting Management (OCCM).

This Single Source would be valid for any new Supportive Housing Services programs that were not included in the B5Ys and/or are newly added programs (from March 2021 through June 2023) to the Abode Services, Community Solutions, The Health Trust, HomeFirst, PATH and/or Peninsula Healthcare Connection SD/ MHSA master agreements. Additionally, the Single Source would be valid for Abode's Chronic Homelessness Pay for Success (Pay Welcome Home) program from July 1, 2021 through June 30, 2023.

JUSTIFICATION FOR EXCEPTIONS TO COMPETITIVE PROCUREMENT

SECTION VI

BEST INTEREST OF THE COUNTY – Please provide a detailed description as to why a waiver of formal bidding is in the County’s best interest (e.g. product standardization, compatibility, proprietary access or distributorship and the consequences of not doing so. NOTE: *A lack of advance planning, loss of funding, or insufficient time are not an acceptable justification for exceptions.*)

Over the last five years, the County has partnered with its service providers to establish and expand a system of supportive housing, shelter, and services for homeless individuals and families. A key component of this system is the county-wide network of supportive housing and PSH programs that serve chronically homeless and other special needs populations. With the support of the Board of Supervisors, and with a collaboration between OSH and BHSD, the network known as Care Coordination Project (CCP) has been able to greatly expand its services to provide PSH to chronically homeless Santa Clara County residents. In 2012, the network had the capacity to serve 80 chronically homeless individuals. Currently, the CCP has the capacity to serve about 1,800 chronically homeless individuals or families.

In FY 2017, the County implemented a strategy to enable the housing service providers to provide specialty mental health services, leveraging Short-Doyle Medi-Cal funds and expanding the specialty mental health system. As a result, 84% percent of households in Santa Clara County that receive PSH services through the PSH system are now able to retain their housing for 12 months or longer, indicating that this strategy has been successful.

An Open Single Source exception is in the County’s best interest for the following reasons:

- 1) Abode Services, Community Solutions, The Health Trust, HomeFirst, PATH, and Peninsula Healthcare Connection have successfully completed the competitive procurement process and were selected via RFP-MHS-FY16-0108, and Abode Services was selected for Chronic Homelessness Pay for Success services via RFP-MHS-FY14-0408;
- 2) Additional PSH and Chronic Homelessness Pay For Success programs contribute to reduce the burden of mental illness and increase self-sufficiency among the chronically homeless population; and,
- 3) Additionally, BHSD is focused on ensuring that all programs within the entire System of Care are coordinated and aligned to ensure that the most appropriate level of care and service is provided and coordinated for beneficiaries in Santa Clara County. This includes services targeted to adults with substance use conditions, those involved in the criminal justice system and those who are unhoused. The new System of Care would: a) use service teams that integrate mental health and substance use services and funding sources; b) reflect and maximize projected reductions in the availability of County General Funds (CGF) and Mental Health Services Act (MHSA) funds; and c) incorporate housing strategies in all service levels. With additional time, a more comprehensive RFP containing the needed levels of service with built-in flexibility will improve efficiency and quality of services available to beneficiaries.

SECTION VII

FUTURE PLANS - Please describe the actions the department/agency will take to overcome the present barriers to competition prior to any future purchases of this product or service if this exception is approved.

The BHSD will continue to monitor the market to ensure that if other products become available that can accommodate the specific needs of the BHSD. The BHSD plans to release a RFP for Supportive Housing Services in FY 2023.



JUSTIFICATION FOR EXCEPTIONS TO COMPETITIVE PROCUREMENT

SECTION VIII

SCOPE OF WORK/SPECIFICATIONS - Please provide all scopes of work or stated specifications. Use an attachment for additional pages. SOW must include these elements: Objective (well-defined, quantifiable expected results include any significant deliverables & milestones) and Scope (what the work should or should not include; brief description of services desired; location of work). Do not include contract language vendor information or pricing.

I. Description of Services and Goals:

A. The program is intended to provide intensive case management (ICM) services for chronically homeless individuals that are tenants of the PSH development.

B. The programs utilize the United States Department of Housing and Urban Development's (HUD) definition of chronic homeless as published in the Federal Register on December 4, 2015 in 24 CFR Parts 91 and 578.

II. Scope of Work

A. Assessment and Planning:

1. Conduct assessments to identify needs, eligibility for entitlement programs (e.g., General Assistance), and self-sufficiency needs;
2. Maintain appropriate levels of engagement and sustain client's belief in recovery; and
3. Develop client-centered service plans to obtain and retain housing, improve health conditions, improve daily living activities, increase meaningful daily activities, and to achieve long-term stability.

B. Housing Attainment and Retention:

1. Help clients obtain and maintain permanent housing by assisting with rental application processes, appeals, and making referrals to services that would facilitate tenancy (e.g., financial education programs for those who have been accepted on a credit appeal);
2. Assist clients with their move-ins, including coordinating furniture and move-in kits;
3. Prior to and during tenancy, provide clients with the skills/knowledge that are necessary to be successful tenants;
4. Mediate disputes between the participant, property management and/or other residents;
5. Respond to crises identified by the client, the property management/owner, or other persons (as appropriate) within one (1) business day; and
6. Perform wellness checks when needed.

C. Health and Behavioral Health:

1. Provide or help clients access primary care, specialty care, dental care, and behavioral health services; and
2. Coordinate health services or support health care providers in their efforts to coordinate health services.

D. Income and Other Supportive Services:

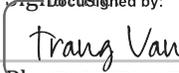
1. Assist clients in applying for assistance programs, including but not limited to, benefits, entitlement programs assistance, and utilities discounts;
2. Help clients access employment services, job training, and/or volunteering opportunities;
3. Identify, encourage, and help clients connect to social support networks; and
4. Assist clients with transportation needs.

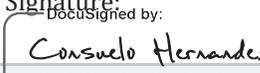
III. Performance Standards:

- A. Oversee the transfer of clients to step-down programs when their stability and health no longer necessitate ICM services;
- B. Provide reports and data, as requested, based on services and referrals provided;
- C. Reconnect participants to ICM services when warranted by the status of their tenancy and/or their health conditions;
- D. Adhere to Homeless Management Information System (HMIS) standards;
- E. Collect and maintain all client records in HMIS;
- F. Enter data into the HMIS within 24-hours of enrollment, complete the Standardized Client Informed Consent & Release of Information Authorization form in accordance with HMIS policies;
- G. Ensure the accuracy of information entered into HMIS;
- H. Create, maintain, and secure onsite client files; and
- I. Run reports through HMIS to verify client's current status and program involvement

JUSTIFICATION FOR EXCEPTIONS TO COMPETITIVE PROCUREMENT

SECTION IX

Requesting Agency/Department Contracts Manager:	Print Name: Trang Van
	Signature:  8/8/2023
	Phone: 408-278-6426
	Email: trang.van01@hhs.sccgov.org

Requesting Agency/Department Director:	Print Name: Consuelo Hernandez
	Signature:  8/8/2023

SECTION X

Decision and Required Steps Following Decision (to be completed by OCCM or Procurement)

<input checked="" type="radio"/>	Approved	<input checked="" type="radio"/> Attach to Legislative File
	Maximum 5 year term.	<input type="radio"/> Attach to Delegation of Authority Coversheet
		<input type="radio"/> Attach to Service Agreement Checklist
		<input type="radio"/> Attach to PO/Contract File
<input type="radio"/>	Approved with Conditions	Comments:
<input type="radio"/>	Additional Information Required	Comments:
<input type="radio"/>	Denied with Recommended Action	Comments:

SECTION XI

Office of Countywide Contracting Management/Procurement Department Signature

DocuSigned by:  CEA090A27EB84EA...	Date: 8/8/2023
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JUSTIFICATION FOR EXCEPTIONS TO COMPETITIVE PROCUREMENT

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Date of Submission:	04/14/2023
Submit Document via Requisition	Refer to the Contact and Commodity Assignment List for buyer code guidance.

SECTION I

Proposed Contractor/ Consultant:	Supportive Housing Services Contractors: Abode Services, Bill Wilson Center, HomeFirst Services of Santa Clara County, and YWCA Golden Gate Silicon Valley.				
Total Estimated Value of the Award:	\$ 30,000,000.00	Start Date:	07/01/2023	End Date:	06/30/2026
Description of Good/Service:	To provide Rapid Rehousing Program (RRH) services including rental assistance and supportive services to homeless households.				
User Budget Unit - Agency/Dept:	0168 - Office of Affordable Housing	Agency/Dept Abbreviation:	CEO		
Name of Requestor:	Trang Ochoa	Phone #:	(408) 278-6426		

SECTION II

Mark appropriate box for Contract's Signature Authority

<input checked="" type="radio"/>	Board of Supervisors
<input type="radio"/>	Delegated to Department Head or designee
<input type="radio"/>	Director of Procurement

SECTION III

Pursuant to Board Policy 5.6.5.1 (D)(2), the following are **EXCEPTIONS** to competitive bidding. Select the appropriate exception. *Agencies/ Departments requesting an Exception must provide documentation to establish there is only one source or it is otherwise in the County's best interest to waive the required bidding procedures.*

<input type="radio"/>	Sole Source: Pursuant to Board Policy 5.6.5.1 (D)(2)(a)(i) a Sole Source Procurement is a sourcing method used to procure a service without competition when it has been determined that there is only one source for the required service that is capable of meeting the requirements of the acquisition as defined in the Scope of Work or specification.
<input checked="" type="radio"/>	Single Source: Pursuant to Board Policy 5.6.5.1 (D)(2)(a)(ii) a Single Source Procurement is a sourcing method used to procure a service from one source, without soliciting competition, even though there are other vendors that can provide the service as defined in the scope of work or specification.

JUSTIFICATION FOR EXCEPTIONS TO COMPETITIVE PROCUREMENT

SECTION III (cont.)



Patent Rights: Pursuant to Board Policy 5.6.5.1(D)(2)(b), competition is precluded because of the existence of patent rights, copyrights, secret processes, control of the basic raw material(s) or similar circumstances, and there is no equivalent item or service.



Absolute Compatibility: Pursuant to Board Policy 5.6.5.1(D)(2)(c), the following are Exceptions to Competitive Procurement for Goods/Professional Services. Select the appropriate exception:

(i) Replacement parts or components for equipment – performs the same function in the equipment.

(ii) Replacement parts or components for equipment – prevent compromise of safety or reliability of product or void or invalidate manufacturer’s warranty or guarantee.

(iii) Upgrades, enhancement or additions to hardware or software - compatibility

SECTION IV

PURPOSE OF THE PURCHASE - Please describe the minimum requirements and the benefits of making the acquisition.

The Santa Clara County, Office of Supportive Housing (OSH) has a need to provide rapid rehousing services (RRH) to homeless households (including, but not limited to populations such as families with children, youth, veterans, individuals and those fleeing domestic violence) who are identified through the Coordinated Entry System as needing time limited housing assistance and supportive services to exit homelessness. RRH programs are a supportive housing intervention tailored to households who have the ability to earn sufficient income to afford housing without a subsidy in the long term. Key service components of an RRH program are housing identification and placement, short term and/or declining rent subsidy, other temporary financial assistance, and time-limited case management.

The OSH established the 2020-2025 Community Plan to End Homelessness that serves as a road map to ending homelessness in Santa Clara County. RRH is a permanent housing intervention that is part of the Supportive Housing System goal to house 20,000 people by 2025. This request would benefit the County in order to maintain continuity in the existing RRH services provided by Abode Services, Bill Wilson Center, HomeFirst Services of Santa Clara County and YWCA Golden Gate Silicon Valley. Abode Services, Bill Wilson Center, HomeFirst Services of Santa Clara County, and YWCA Golden Gate Silicon Valley were the four contractors selected as the result of RFP-FY17-OSH-0006, issued December 5, 2016.

These contractors were selected as the result of RFP-FY17-OSH-0006 and have extensive experience in RRH in order to reduce the amount of time a household experiences homelessness, preventing returns to homelessness, and achieving housing stability in the long-term. Additionally, OSH is working to restructure the RRH services through a release of a competitive solicitation in order to better meet the needs of the homeless households and to meet on-going funding requirements. However, until the release of the solicitation, it is best to keep the existing contractors in place to minimize the disruption of services to the vulnerable households.

JUSTIFICATION FOR EXCEPTIONS TO COMPETITIVE PROCUREMENT

SECTION V

MARKET RESEARCH - Please describe your market research and the results thereof. This should include a description of similar sources or products available in the market, if any, and why they are not acceptable.

Through market research, OSH recognizes that there are additional agencies that would be able to provide RRH services to homeless households. However, due to the limited funding available and the extensive experience of the current contractors in RRH services, they've been able to reduce the amount of time a household experiences homelessness, prevented returns to homelessness, and achieved housing stability in the long-term. The OSH is working to restructure the RRH services through a release of a competitive solicitation in order to better meet the needs of the homeless households and to meet on-going funding requirements. However, until the release of the solicitation, it is best to keep the existing contractors in place to minimize the disruption of services to the vulnerable households.

The RRH Programs currently has an annual budget of approximately \$30 million from various local, State and Federal funding sources that comprises of complex requirements. These requirements require contractors with experience and expertise on the administration of such funds. Below are the current contractors and the current funding for RRH Programs in FY23:

- 1) Abode Services - approximately \$20 million.
- 2) Bill Wilson Center - approximately \$3 million.
- 3) HomeFirst Services of Santa Clara County - approximately \$4.5 million.
- 4) YWCA Golden Gate Silicon Valley - approximately \$2.3 million.

JUSTIFICATION FOR EXCEPTIONS TO COMPETITIVE PROCUREMENT

SECTION VI

BEST INTEREST OF THE COUNTY – Please provide a detailed description as to why a waiver of formal bidding is in the County’s best interest (e.g. product standardization, compatibility, proprietary access or distributorship and the consequences of not doing so. NOTE: A lack of advance planning, loss of funding, or insufficient time are not an acceptable justification for exceptions.)

A Single Source exception is in the County's best interest for the following reasons:

- 1) Abode Services, Bill Wilson Center, HomeFirst Services of Santa Clara County, and YWCA Golden Gate Silicon Valley have successfully completed the competitive procurement process and were selected via RFP-FY17-OSH-0006 and since then have gained extensive experience in RRH Programs.
- 2) RRH programs contribute to reducing the time individuals and families experience homelessness and increase their self-sufficiency and long-term housing stability.
- 3) With additional time, a more comprehensive competitive solicitation will include improvements to better meet funding requirements and overall quality of services as the needs of the population continue to evolve.
- 4) The additional time will ensure there is not a disruption to the existing RRH Program services, thus not impacting vulnerable households.

SECTION VII

FUTURE PLANS - Please describe the actions the department/agency will take to overcome the present barriers to competition prior to any future purchases of this product or service if this exception is approved.

The needs of RRH Programs have significantly changed since the last RFP that was released in 2016. The OSH is working to release a competitive solicitation that will be more comprehensive and a better reflection of what RRH needs are today. This solicitation will include changes to the program structure to better align with funding requirements and improve the quality of services provided to the homeless households. As part of the restructuring, the OSH has worked to identify site-based affordable units that will assist with quickly housing homeless households in a very challenging and expensive housing market. All of these changes take time and require a thoughtful solicitation process that will ensure that the most experienced vendors will be selected for a wide array of RRH services. The OSH intends to release the solicitation in FY24 and to complete negotiations by or before June 30, 2026.



JUSTIFICATION FOR EXCEPTIONS TO COMPETITIVE PROCUREMENT

SECTION VIII

SCOPE OF WORK/SPECIFICATIONS - Please provide all scopes of work or stated specifications. Use an attachment for additional pages. SOW must include these elements: Objective (well-defined, quantifiable expected results include any significant deliverables & milestones) and Scope (what the work should or should not include; brief description of services desired; location of work). Do not include contract language vendor information or pricing.

I. Description of Services and Goals:

A. Rapid rehousing programs help individuals and families to quickly exit homelessness by getting them housed. RRH have three main components: housing search, rental assistance and case management services. RRH programs help households to find appropriate rental housing. They also help the households to solve some of the common hurdles faced in finding housing. In addition, rapid rehousing programs help individuals and families pay for housing for a short period of time that enables them to move quickly out of homelessness and stabilize in permanent housing.

B. Rapid Rehousing programs also connect people to services such as employment counseling and job trainings that help them retain their housing in the long term.

II. Scope of Work

A. Assessment and Planning:

1. Conduct assessments to identify and self-sufficiency needs;
2. Develop client-centered service plans to obtain and retain housing.

B. Housing Attainment and Retention:

1. Help clients obtain and maintain housing by assisting with rental application processes, appeals, and making referrals to services that would facilitate tenancy (e.g., financial education programs for those who have been accepted on a credit appeal);
2. Assist clients with their move-ins, including coordinating furniture and move-in kits;
3. Prior to and during tenancy, provide clients with the skills/knowledge that are necessary to be successful tenants;
4. Mediate disputes between the participant, property management and/or other residents; and
5. Respond to crises identified by the client, the property management/owner, or other persons (as appropriate) within one (1) business day.

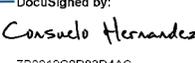
C. Income and Other Supportive Services:

1. Help clients access employment services, job training, and/or volunteering opportunities;
2. Assist clients in applying for eligible assistance programs, including but not limited to, benefits, entitlement programs assistance, and utilities discounts;
3. Identify, encourage, and help clients connect to social support networks; and
4. Assist clients with transportation needs.

JUSTIFICATION FOR EXCEPTIONS TO COMPETITIVE PROCUREMENT

SECTION IX

Requesting Agency/Department Contracts Manager:	Print Name: Emee Banico
	Signature: <small>DocuSigned by:</small>  <small>27D96B61D5FC472...</small>
	Phone: 408-326-1142
	Email: emee.banico@ceo.sccgov.org

Requesting Agency/Department Director:	Print Name: Consuelo Hernandez
	Signature: <small>DocuSigned by:</small>  <small>7B3319C0D83D4AC...</small>

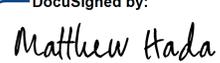
SECTION X

Decision and Required Steps Following Decision (to be completed by OCCM or Procurement)

<input type="radio"/>	Approved	<input checked="" type="radio"/> Attach to Legislative File <input type="radio"/> Attach to Delegation of Authority Coversheet <input type="radio"/> Attach to Service Agreement Checklist <input type="radio"/> Attach to PO/Contract File
<input checked="" type="radio"/>	Approved with Conditions	Comments: This Single Source Request is approved for contract terms till 6/30/2026. A solicitation will be conducted before the contracts expire.
<input type="radio"/>	Additional Information Required	Comments:
<input type="radio"/>	Denied with Recommended Action	Comments:

SECTION XI

Office of Countywide Contracting Management/Procurement Department Signature

<small>DocuSigned by:</small>  <small>CEA090A27EB84EA...</small>	Date: 4/20/2023
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County of Santa Clara
Office of Supportive Housing



24-5400

DATE: April 16, 2024

TO: Board of Supervisors

FROM: Consuelo Hernandez, Director, Office of Supportive Housing

SUBJECT: Agreements for Supportive Housing Services

RECOMMENDED ACTION

Consider recommendations relating to supportive housing services agreements. (LA-1)
Possible action:

- a. Approve Agreement with Community Solutions relating to providing permanent supportive housing services at The Heartwood Apartments in an amount not to exceed \$346,500 for period May 1, 2024 through June 20, 2025, that has been reviewed and approved by County Counsel as to form and legality.
- b. Approve Agreement with HomeFirst relating to providing rapid rehousing services at The Roosevelt in an amount not to exceed \$476,667 for period June 1, 2024 through June 30, 2025, that has been reviewed and approved by County Counsel as to form and legality.

FISCAL IMPLICATIONS

The recommended action will have no new fiscal impact on the County General Fund.

Funding for these agreements will be supported in the following ways as summarized in Table 1:

- Funds set aside for youth from the Homeless Housing Assistance and Prevention (HHAP) Grant that is part of the Office of Supportive Housing’s operating budget.
- Funds from 2012 Measure A funds that are in the Behavioral Health Services Department (BHSD) operating budget.

Table 1: Summary of Funding Sources

Funding Source	Amount
HHAP	\$346,500
BHSD – 2012 Measure A	\$476,667
Total	\$823,167

Approved: 04/16/2024

CONTRACT HISTORY

On January 8, 2016, the County issued RFP-MHS-FY16-0108: Supportive Services for the Chronically Homeless, seeking vendors to provide supportive services to chronically homeless individuals in Santa Clara County. The County selected Community Solutions and HomeFirst as two of six vendors through the Request for Proposals (RFP). The RFP authorized the County to increase capacity of existing vendors when funding becomes available.

On April 26, 2021, Procurement approved an Open Single Source Justification request for future Supportive Housing programs based on this RFP through June 30, 2023, when the Supportive Housing RFP was planned to be completed. Procurement has subsequently approved an extension through June 30, 2028, to allow for OSH to complete the solicitation process for supportive housing services.

REASONS FOR RECOMMENDATION AND BACKGROUND

The 2020-2025 Community Plan to End Homelessness identifies that one important strategy to address homelessness is to expand the supportive housing programs, which include permanent supportive housing (PSH) and rapid rehousing (RRH) programs. The County through its implementation of the 2016 Measure A Affordable Housing Bond has expended the production of supportive and affordable housing. If approved, the recommended action would provide supportive housing services at two affordable and supportive housing properties that will collectively serve 67 formerly homeless individuals and families.

Recommended action ‘a’ would approve an agreement with Community Solutions to provide services at The Heartwood Apartments (formerly the Crestview Hotel)—an acquisition and rehabilitation of an existing hotel into permanent affordable and supportive housing for transitioned-aged youth (TAY), single adults and families with children being developed by the Jamboree Housing Corporation. The Heartwood Apartments includes 49 apartment units, including 34 studios, 4 one-bedroom units, 10 two-bedroom units and one manager’s unit. The Heartwood Apartments includes 27 PSH units for the chronically homeless.

Recommended action ‘b’ would approve an agreement with HomeFirst to provide services at The Roosevelt (formerly known as Roosevelt Park Apartments)—a new affordable and supportive housing property being developed by First Community Housing. The Roosevelt includes 80 apartment units, including 28 studios, 11 one-bedroom units, 26 two-bedroom units and 14 three-bedroom units. Forty units are designated as rapid rehousing units to help homeless individuals and families with special needs maintain and retain housing.

If approved, the community-based organizations would start preparing for services that would include, but not limited to, case management, clinical assessments, linkage to health and behavioral health services, counseling, benefits advocacy, and income support assistance.

CHILD IMPACT

The recommended action would positively impact children and youth through the **Safe and Stable Families** indicator by serving households with children and TAY.

SENIOR IMPACT

The recommended action will have a positive impact on seniors served in these programs.

SUSTAINABILITY IMPLICATIONS

The recommended action will have no/neutral sustainability implications.

CONSEQUENCES OF NEGATIVE ACTION

If the recommended action is not approved, the Office of Supportive Housing would be unable to provide supportive services for the residents at The Heartwood Apartments and The Roosevelt.

STEPS FOLLOWING APPROVAL

Once the agreements are fully executed, please notify Angelica Niklowitz, Lynda De Santiago, and Eme Banico of the Office of Supportive Housing.

ATTACHMENTS:

- Community Solutions Agreement for the Heartwood Apartments
- HomeFirst Agreement for the Roosevelt
- Levine Act Contractor Form Community Solutions
- Levine Act Contractor Form HomeFirst
- Approved Single Source Exception Supportive Services
- Approved Justification for Exceptions to Competitive Procurement RRH Programs