

**AGREEMENT BETWEEN KNOWLEDGE, EDUCATION FOR YOUR SUCCESS, INC. AND THE
HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO TO PROVIDE HOUSING
NAVIGATION SERVICES**

WHEREAS, The Housing Authority of the County of San Bernardino, hereafter referred to as “HACSB,” desires to reduce the instance of homelessness in the County of San Bernardino utilizing the contractor Knowledge, Education For Your Success, Inc. (“KEYS” or “Contractor”); and

WHEREAS, the County of San Bernardino (“County”) received funds from the California Department of Social Services, Housing, Homelessness and Civil Rights Branch to reduce homelessness in the County; and

WHEREAS, the County contracted with the HACSB to provide services to reduce homelessness and HACSB desires to subcontract to provide such services; and

WHEREAS, HACSB finds KEYS, hereafter referred to as “Contractor,” qualified to provide housing navigation services; and

WHEREAS, HACSB desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below.

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

//

//

//

//

//

//

//

//

//

//

//

//

//

//

TABLE OF CONTENTS

I. DEFINITIONS.....	3
II. CONTRACTOR SERVICE RESPONSIBILITIES.....	4
III. CONTRACTOR GENERAL RESPONSIBILITIES.....	5
IV. HACSB RESPONSIBILITIES.....	12
V. FISCAL PROVISIONS	12
VI. RIGHT TO MONITOR AND AUDIT	13
VII. CORRECTION OF PERFORMANCE DEFICIENCIES	14
VIII. TERM	14
IX. EARLY TERMINATION.....	15
X. GENERAL PROVISIONS.....	16
XI. CONCLUSION	19

ATTACHMENT

ATTACHMENT A – PROGRAM BUDGET

I. DEFINITIONS

- A. Adult Protective Services (APS) – A program within San Bernardino County’s Department of Adult and Aging Services mandated by the State of California. APS strives to have all elders, 65 years and older, and dependent adults, 18 years and older, live their lives free from the threat or reality of abuse and self-neglect.
- B. At Home Client – An APS client who is either at risk for homelessness or has experienced recent homelessness due to some type of abuse, self-neglect, or financial exploitation.
- C. At Home Assessment Tool – An assessment tool completed by the APS social worker to determine a client’s vulnerability, housing need, and/or risk of becoming homeless.
- D. At Home Liaison – A social worker within APS who will verify client eligibility for the At Home Program and refer clients to the Housing Navigator.
- E. At Home Program (AHP) – An acronym for San Bernardino County’s Elder and Dependent Adult At Home Prevention and Housing Program. This voluntary program is designed to build upon existing County-wide efforts in prioritizing, addressing, and reducing homelessness.
- F. Coordinated Entry System (CES) – San Bernardino County’s CES is a collaboration of county and community partner organizations who provide and deliver an array of services and activities working toward the prevention of homelessness.
- G. Department of Aging and Adult Services (DAAS) – San Bernardino County’s Department of Aging and Adult Services is dedicated to helping seniors and at risk individuals to improve or maintain choice, independence, and quality of life. The department works to ensure that seniors and adults with disabilities have the right to age in place in the least restrictive environment.
- H. Homeless Management Information System (HMIS) – A web-based, software application designed to record and store client-level information based upon the characteristics and service needs of homeless persons. HMIS is designed to assist CES homeless providers to coordinate care, manage operations, and better serve clients.
- I. Housing Authority of the County of San Bernardino (HACSB) – The largest agency that provides housing opportunities and resources within San Bernardino County. HACSB owns and/or manages more than 10,000 housing units. HACSB has the responsibility to:
 - 1) Work with landlords to provide affordable, decent, safe, and sanitary housing,
 - 2) Certify that the Department of Housing of Urban Development’s (HUD’s) Housing Quality Standards are followed and maintained, and
 - 3) Ensure that clients know and understand their tenant rights and responsibilities.
- J. Housing First Model – A model of housing assistance that is offered without preconditions such as stability, minimum income threshold, or service participation requirements. The primary goals are rapid placement and stabilization, which has statistically proven to be less expensive than other approaches.
- K. Housing Navigator – A Knowledge and Education for Your Success, Inc. (KEYS) staff member who will work to find the most immediate and viable long-term housing placement for the AHP client. The Housing Navigator will alert the At Home Liaison of any mental health, landlord/tenant mediation needs, or other risk factors that may come to his/her attention.
- L. Human Services (HS) – A structure of nine (9) county departments that come together to provide integrated quality services, programs, and an array of resources to the citizens of the County under one coordinated effort.

- M. Knowledge and Education for Your Success, Inc. (KEYS) – A subcontractor of HACSB who will provide housing navigation services for AHP. The mission of KEYS is to empower all individuals and families impacted by poverty to unlock their potential for success.
- N. Release of Information Form – A written authorization signed by the client authorizing the County or its agent to release to or obtain from other individuals or agencies information necessary for the administration of the AHP and/or client's case.

II. CONTRACTOR SERVICE RESPONSIBILITIES

Contractor shall:

- A. Accept referrals from the Department of Aging and Adult Services At Home Liaison of clients who have been identified by DAAS/HACSB as homeless, defined as:
 - 1) Lacking a fixed and regular nighttime residence; or
 - 2) Having a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations; or
 - 3) Residing in a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings; or
 - 4) Facing imminent risk of homelessness or recently homeless; or
 - 5) In receipt of a judgment for eviction, as ordered by a court.
- B. Provide housing placement and related services to referred At Home Program clients within two (2) calendar days of receipt of the referral.
- C. Provide Housing Navigator services to create and maintain an inventory of available housing units, based on the needs of the identified client's, assisting to determine the fastest and most efficient way to permanently house the client.
- D. The Housing Navigator is responsible for maintaining existing landlord relations, as well as cultivating new housing identifications for HACSB customers. The Housing Navigator will target properties that are ADA accessible. Prospective properties will have full understanding of program allowances such as short-term moving assistance. The Housing Navigator shall be responsible to maintain tracking and provide a minimum of three (3) units per customer for a maximum of three (3) months.
- E. Work with landlords through the Contractor's countywide landlord list to provide reasonable support to clients for immediate placement.
- F. Ensure that rents are assessed based upon applicable local sub-market rents, but in no circumstance exceed 80% of household's monthly income, or 100% of the local area's Fair Market Rent established by the Department of Housing and Urban Development, whichever is less.
- G. Ensure that placement is provided in a manner that is intended to prevent clients from experiencing a sudden and unmanageable increase in their housing expenses at the end of the placement process.
- H. Provide the HACSB At Home Liaison with information outlining the first month's rental start-up costs, which include security deposits, landlord contact information and payment options.
- I. Provide the HACSB At Home Liaison any possible resources to community and faith based partnerships to negotiate and support payment of security deposits, utility assistance, rental assistance, furniture needs, and other housing costs as appropriate to the situation.

- J. Ensure that housing referrals for HACSB At Home clients are without preconditions of treatment acceptance or compliance, utilizing "Housing First" and "Client Choice" philosophies.
- K. Enter data about the HACSB At Home clients seeking services into the Homeless Management Information System (HMIS).
- L. Participate in a monthly call to include the Housing Navigator and HACSB At Home Liaison, and the monthly Multi-Disciplinary Team (MDT) meetings as needed for case consultation with HACSB staff to evaluate client difficulties, housing, or other concerns.
- M. Provide monthly reports to include the names of clients, types of housing unit referred and other information as identified by HACSB.
- N. After placement, refer any complaints and issues regarding the client to the HACSB At Home Liaison.

III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the Housing Authority of the County of San Bernardino. Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to 7 Code of Federal Regulations (CFR) Part 3017, 45 CFR 76, 40 CFR 32, or 34 CFR 85. By signing this Contract, Contractor certifies that:
 - 1. Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
 - 2. Have not within a three-year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction or records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (A)(2) herein; and
 - 4. Have not within a three-year period preceding this Contract had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- B. Without the prior written consent of the Executive Director of HACSB, this Contract is not assignable by Contractor either in whole or in part.
- C. This is not an exclusive Contract. The HACSB reserves the right to enter into a Contract with other Contractors for the same or similar services. The HACSB does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation, under the terms of this Contract.
- D. Reserved.
- E. If during the course of the administration of this Contract, the HACSB determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the HACSB, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the HACSB is entitled to pursue any available legal remedies.
- F. Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

- G. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the HACSB. The HACSB may withhold such consent in its sole discretion.

At HACSB's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the HACSB, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to HACSB for its subcontractors and shall indemnify HACSB for the actions or omissions of its subcontractors under the terms and conditions specified in Paragraph S of this Section III. All approved subcontractors shall be subject to the provision of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

1. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions;
 2. Ensure that the subcontractor follows HACSB's reporting formats and procedures as specified by HACSB; and
 3. Include in the subcontractor's subcontract substantially similar terms as are provided in this Contract.
- H. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the Housing Authority of the County of San Bernardino. HACSB shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

All records relating to the Contractor's personnel, contractors, subcontractors, service/scope of work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Code of Federal Regulations (CFR) that state the administrative requirements, cost principles and other standards for accountancy. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for further information.

All records shall be complete and current and comply with all contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

- I. Contractor shall notify HACSB in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify HACSB of changes in telephone or fax numbers.
- J. Contractor shall notify HACSB of any extended leave or continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of extended leave or vacancies, the Contractor shall apprise HACSB of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to HACSB on each periodically required report for the duration of said vacancies and/or problems.
- K. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the HACSB when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to HACSB inquiries within two (2) HACSB business days. Contractor shall not change the primary contact without written notice to the HACSB. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
- L. Contractor shall provide a system, approved by the HACSB, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding

the delivery of services. The procedure must be in writing and posted in clear view of all recipients.

- M. Contractor shall notify the HACSB of all upcoming meetings of the Board of Directors or other governing party and shall keep the HACSB apprised of any and all actions taken by its Board of Directors which may impact on the Contract. Board of Directors' minutes shall be submitted to the HACSB upon request. Further, an HACSB representative shall have the option of attending Board meetings during the term of this Contract.
- N. Contractor shall ensure that all staff, volunteers and/or subcontractors performing services under this Contract comply with the items below prior to providing any services. Additional information concerning these requirements is specified at <http://hss.sbcounty.gov/Privacy>. The information contained thereat is hereby incorporated by this reference.
 - 1. Read, understand and comply with the Privacy and Security Requirements Summary.
 - 2. Ensure employees, sub-contractors, agents, volunteers and interns who have access to Personal Identifiable Information (PII) complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
 - 3. Ensure employees, sub-contractors, agents, volunteers and interns who have access to PII sign the Confidentiality Statement annually.
 - 4. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via e-mail at: HSPrivacySecurityOfficer@hss.sbcounty.gov.
- O. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Rule and Security Rule specify requirements with respect to contracts between a Covered Entity and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to individually identifiable health information. Therefore, in accordance with the HIPAA Privacy Rule, Contractor shall comply with the terms and conditions as set forth in the attached Business Associate Agreement (Attachment A), hereby incorporated by this reference. Contractor further agrees to comply with the requirements of other federal and state law that applies to the information collected and maintained by Contractor for services performed pursuant to the Contract.
- P. Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
- Q. Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the HACSB to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.
- R. Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event HACSB determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by HACSB

and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.

S. Contractor agrees to and shall comply with the following indemnification and insurance requirements:

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

In the event that the HACSB and/or Contractor are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this agreement, the HACSB and/or Contractor shall indemnify the other to the extent of its comparative fault.

2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the HACSB, County and their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the HACSB/County to vicarious liability but shall allow coverage for the HACSB/County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.1185.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the HACSB, County, their officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the HACSB and County.
4. Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the HACSB or County.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the HACSB/County or between the HACSB/County and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the HACSB Department administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

7. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to Risk Management.
8. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the HACSB has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the HACSB will be promptly reimbursed by the Contractor or HACSB payments to the Contractor will be reduced to pay for HACSB purchased insurance.
9. Insurance Review – Insurance requirements are subject to periodic review by the HACSB. The Director of Operations or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the HACSB. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Operations or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the HACSB, inflation, or any other item reasonably related to the HACSB's risk.

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

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

10. The Contractor is insured under California statutory provisions for purposes of general liability, property insurance, and automobile liability. Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

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

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

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

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 1. Premises operations and mobile equipment.
 2. Products and completed operations.
 3. Broad form property damage (including completed operations).

4. Personal injury.
5. Contractual liability.
6. \$2,000,000 general aggregate limit.

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

If the Contractor is transporting one (1) or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

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

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

- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits.

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

- f. Cyber (internet) and Electronic Data Processing (EDP) Insurance – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$1,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved HACSB/County entities and cover breach response cost as well as regulatory fines and penalties.

T. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

U. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.

V. Contractor agrees to and shall comply with the HACSB’s Equal Employment Opportunity Program, Employment Discrimination and Civil Rights Plan.

1. Equal Employment Opportunity Program – The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the Housing Authority of the County of San Bernardino and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of

Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000), the California Fair Employment and Housing Act; and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
 3. Civil Rights Plan - The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the Housing Authority of The County of San Bernardino (HACSB) Administrative Office within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County shall supply a sample of the Plan format. The Contractor shall be monitored by the HACSB for compliance with provisions of its Civil Rights Plan. Contractor is required to maintain and provide a current Civil Rights Plan for the duration of the Contract and submit the Assurance of Compliance form annually. Additionally, the Contractor shall submit to HACSB an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement annually
- W. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- X. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).
- Y. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7606), section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).
- Z. In accordance with County Policy 11-08, the HACSB prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The HACSB requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.
- To assist the HACSB in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the HACSB's environmentally preferable purchases. Contractors must also be able to report on environmentally preferable goods used in the provision of Services to the HACSB, utilizing a County approved form.
- AA. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the HACSB shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

- BB. Contractor shall register with 211 San Bernardino County Inland Empire United Way within thirty (30) days of contract effective date and follow necessary procedures to be included in the 211 database. The Contractor shall notify the 211 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 211 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the HACSB.
- CC. Contractor agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with HACSB shall not be made or used without prior written approval of the HACSB Director or their designee.
- DD. IRAN CONTRACTING ACT 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<https://www.documents.dgs.ca.gov/pd/poliproc/IRAN%20CONTRACTING%20ACT.pdf>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Contractor agrees that signing the Contract shall constitute signature of this Certification.

IV. HACSB RESPONSIBILITIES

HACSB shall provide the following information to KEYS, to the extent HACSB has such information:

- A. Provide a screening and Adult Protective Services Assessment Tool to customers who may be homeless.
- B. Refer Department of Aging and Adult Services At Home Clients who have been identified as meeting the criteria for the At Home Program to the Contractor.
- C. Obtain a Release of Information Form from each customer referred to the Contractor.
- D. Inform all clients of all rights, responsibilities, and applicable regulations as part of eligibility determination to HACSB.

HACSB shall:

- E. Verify the monthly report submitted by Contractor.
- F. Reimburse Contractor for the cost of providing At Home Program services, provided it does not exceed the amount listed in Section V, Paragraph A.
- G. Provide a liaison as a point of contact with the HACSB to receive monthly reports, payment information, verification of payments, follow-up complaints and issues to Contractor.
- H. Notify Contractor if a client discontinues or does not want to proceed with the At Home Program before completing it. Client will be allowed to continue services through the end of the notification month.
- I. Participate in monthly calls and meetings, as needed for concerns and case consultations with Contractor to evaluate client difficulties, housing concerns for the program.

J. Provide initial training to Contractor regarding the Adult Protective Services/At Home Program.

V. FISCAL PROVISIONS

- A. The maximum amount of payment under this Contract shall not exceed \$109,692 and shall be subject to availability of funds to the County and HACSB. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- B. Cost reimbursement will be based on attached budget (Attachment B) unless changed and method of approving change.
- C. Reimbursement for services provided shall occur on a monthly basis for approved services provided by Contractor. Contractor shall be paid based upon the submission of invoices to HACSB.

Invoices will be sent to:

HACSB
Attention: Maria Razo
715 E. Brier Dr.
San Bernardino, CA 92408

- D. Invoices shall be submitted based upon HACSB At Home Clients who were referred and provided prospective placement options by KEYS within that month. This must be indicated on each invoice. An example of the minimum information required on invoice is customer name, number of prospective placement options provided, etc.
- E. Contractor shall accept all payments from HACSB via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by HACSB required to process EFT payments.
- F. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by HACSB. Contractor shall not use current year funds to pay prior or future year obligations.
- G. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from HACSB for, or apply sums received from HACSB with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the HACSB.
- H. HACSB is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless HACSB would otherwise be liable for the payment of such taxes in the course of its normal business operations.

VI. RIGHT TO MONITOR AND AUDIT

- A. HACSB shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. HACSB, the County, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted. Contractor shall repay to the HACSB within thirty (30) days of receipt of audit findings any reimbursements made by HACSB to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.

- C. Contractor shall cooperate with HACSB in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three (3) years after final payment under the Contract or until all pending county, state, and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the HACSB's reasonable advance written notice or turned over to HACSB. If said records are not made available at the scheduled monitoring visit, Contractor may, at HACSB's option, be required to reimburse HACSB for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of HACSB's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- F. Upon HACSB request, Contractor shall hire a licensed Certified Public Accountant, approved by the HACSB, who shall prepare and file with HACSB, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

VII. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, Contractor shall notify the HACSB within one (1) working day, in writing and by telephone.
- B. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- C. In the event of a non-cured breach, HACSB may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract.
 - 1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of HACSB; and/or
 - 2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - 3. Withhold funds pending duration of the breach; and/or
 - 4. Offset against any monies billed by Contractor but yet unpaid by HACSB those monies disallowed pursuant to Item "2" of this paragraph; and/or
 - 5. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In event of such termination, the HACSB may proceed with the work in any manner deemed proper by the HACSB. The cost to the HACSB shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
- D. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

VIII. TERM

This Contract is effective as of September 1, 2019 and expires June 30, 2021, but may be terminated earlier in accordance with provisions of Section IX of the Contract. The contract term may be extended

for three (3) additional one-year periods by mutual agreement of the parties, based upon availability of future funding.

IX. EARLY TERMINATION

HACSB may terminate the Contract immediately under the provisions of Section VII, Paragraph C, Item 5 of the Contract. In addition, the Contract may be terminated without cause by HACSB or Contractor by serving a written notice to the Contractor or HACSB thirty (30) days in advance of termination. The Executive Director of HACSB is authorized to exercise the HACSB's rights with respect to termination of this Contract.

- A. Contractor shall only be reimbursed for costs and un-cancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
- B. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to HACSB and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

X. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: Knowledge and Education For Your Success, Inc. (KEYS)
680 S. Waterman Ave.
San Bernardino, CA 92408

HACSB: Housing Authority of the County of San Bernardino
Attn: Maria Razo
715 E. Brier Dr.
San Bernardino, CA 92408

- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
- C. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the HACSB in an attempt to secure favorable treatment regarding this Contract.

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

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

- D. Time is of the essence in performance of this Contract and each of its provisions. Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
- E. HACSB discourages the purchase of equipment with funds received under this Contract. All equipment, materials, supplies or property of any kind (including publications and copyrights, etc.)

which have a single unit cost of five hundred dollars (\$500) or more, including tax, purchased with funds received under the terms of this Contract and not fully consumed in one (1) year shall be the property of HACSB and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by HACSB upon Contract termination.

- F. HACSB shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge The Housing Authority of the County of San Bernardino as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of HACSB. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with HACSB prior to publication. Contractor shall receive written permission from HACSB prior to publication of said training materials.
- G. All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the HACSB upon payment for services (and product, if applicable). All such items shall be delivered to HACSB at the completion of work under the Contract, subject to the requirements of Section VIII, Term. Unless otherwise directed by HACSB, Contractor may retain copies of such items.
- H. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- I. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- J. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- K. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- L. In the event the HACSB determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
- M. The parties actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall remain in full effect.

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

//

//

//

//

//

//

//

//

//

//

//

XI. CONCLUSION

- A. This Contract, consisting of nineteen (19) pages and Attachments A, is the full and complete document describing services to be rendered by Contractor to HACSB, including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. IN WITNESS WHEREOF, the Housing Authority of the County of San Bernardino and Contractor have each caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

**KNOWLEDGE, EDUCATION FOR YOUR
SUCCESS, INC. ("KEYS")**

By: _____

Title: _____

Date: _____

**HOUSING AUTHORITY OF THE COUNTY OF
SAN BERNARDINO**

By: _____

Curt Hagman
Chairman, Board of Governors

Date: _____

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

LYNNA MONELL, Secretary of the Board of Governors

By: _____

Date: _____

Approved as to Legal Form:
MICHELLE BLAKEMORE, County Counsel
San Bernardino County, California

By: _____

JULIE J. SURBER
Principal Assistant County Counsel

Date: _____

ATTACHMENT A – PROGRAM BUDGET

Payment Schedule

KEYS Monthly Costs		
Item	Monthly Cost	Annual Cost (Not to Exceed)
Housing Navigator* (.75 FTE)	\$3,100	\$37,200
Administrative/Supportive Expenses	\$ 450	\$ 5,400
Data Collection and Tracking	\$ 125	\$ 1,500
Office Supplies	\$ 125	\$ 1,500
Mileage	\$ 300	\$ 3,600
Vehicle Maintenance/Costs	\$ 192	\$ 2,300
Computer	\$ 41	\$ 500
Miscellaneous Expenses	\$ 167	\$ 2,500
Total	\$4,500	\$54,000

*This position is responsible for maintaining existing landlord relations, as well as cultivating new housing identifications for HACSB customers. The Housing Navigator will target properties that are ADA accessible. Prospective properties will have full understanding of program allowances such as short-term moving assistance. The Housing Navigator shall be responsible to maintain tracking and provide a minimum of three (3) units per customer for a maximum of three (3) months.

Note: Invoices shall be submitted based upon HACSB At Home customers who were referred and provided prospective placement options by KEYS within that month. This must be indicated on each invoice. An example of the minimum information required on invoice is customer name, number of prospective placement options provided, etc.