

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

558



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:

July 17, 2012

SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT RENEWAL
DPSS PROJECT SPONSOR AGREEMENT – HO-02501

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and authorize the Chairman of the Board to sign the attached renewal Agreement (HO-02501) with City of Riverside for the period February 1, 2012 through January 31, 2013, in the amount of \$117,127.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign amendments that do not change the substantive terms of the Agreement, including amendments to the compensation provision that do not exceed the maximum reimbursable amount of the Agreement.
3. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contract with City of Riverside.

Susan Loew

(CONTINUED – 2 pages in total)

Susan Loew, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	11-12
SOURCE OF FUNDS: HUD Supportive Housing Program				Positions To Be Deleted Per A-30 <input type="checkbox"/>
Federal Funding: 100% State Funding: 0%; County Funding: 0%;				Requires 4/5 Vote <input type="checkbox"/>
Realignment Funding: 0%; Other Funding: 0%				

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

Policy ☒ Policy ☒

Consent ☐ Consent ☐

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: 4/12/11, #3.38

District: 1/1

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.31

PURCHASING &
FLEET SERVICES: Robert Howdyshell, Director
FORM APPROVED COUNTY COUNSEL
BY: *Elena M. Boeva* 6-25-12
DATE: 6-25-12
Departmental Concurrence

RE: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT RENEWAL
DPSS PROJECT SPONSOR AGREEMENTS – HO-02501

Date: July 17, 2012

Page 2

BACKGROUND:

On October 26, 2011, DPSS submitted an application for Homeless Assistance funds to the U.S. Department of Housing and Urban Development (HUD). On December 20, 2011, HUD announced the approval of twenty-four (24) renewal grants for Riverside County's homeless projects which includes the renewal of the Disabled Homeless Supportive Housing Program with the City of Riverside. DPSS requests that the Board execute the attached contract that has recently expired. Following is a description of the renewal project:

City of Riverside Permanent Supportive Housing for Disabled provides up to eight (8) disabled homeless persons with housing and supportive services such as health and mental health care, substance abuse services, benefits and/or employment assistance and basic life skills through on site and off site case management coordination.

The most recent Project Sponsor Agreement expired on January 31, 2012. In the most recent Annual Progress Report for the period ending January 31, 2012 the project assisted Seven (7) homeless households with a total of nine (9) adults and four (4) children. One hundred percent (100%) of those who exited had income. Ninety-three percent (93%) of participants stayed in the program for six (6) months or more.

There are no changes to the persons to be served, the service site(s), or service modalities between this Agreement and the most recent Agreement that expired on January 31, 2012.

FINANCIAL DATA: No County General Funds are required. Funding is 100% Federal funds. The full Grant amount is \$117,127; however, it is estimated that the City of Riverside will expend \$0 in FY 2011-12, leaving \$117,127 to be expended in FY 2012-13.

CONCUR/EXECUTE: County Purchasing

ATTACHMENTS:

1. Project Sponsor Agreement (3 copies) between DPSS and City of Riverside.

SL: rp

**RIVERSIDE COUNTY
DEPARTMENT OF PUBLIC SOCIAL SERVICES
SUPPORTIVE HOUSING PROGRAM AGREEMENT**

CONTRACT: **HO-02501**

PROJECT SPONSOR: **CITY OF RIVERSIDE**

ACTIVITIES: **DISABLED HOMELESS SUPPORTIVE HOUSING PROGRAM**

AGREEMENT TERM: **FEBRUARY 1, 2012 THROUGH JANUARY 31, 2013**

AGREEMENT AMOUNT: **\$117,127**

HUD PROJECT NUMBER: **CA0936B9D081102**

RECITALS


This Agreement is made and entered into by and between the County of Riverside, hereinafter referred to as "County," and the City of Riverside, hereinafter referred to as the "Project Sponsor."

WITNESSETH

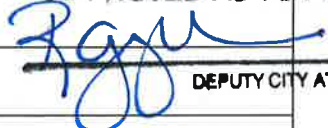
WHEREAS, the County has entered into a grant agreement with the United States Department of Housing and Urban Development (HUD), hereinafter referred to as the "Grantor," pursuant to the Supportive Housing Program Rule (CFDA 14.235), codified as 24 CFR 583 and Subtitle C of Title IV of the Stewart B. McKinney Homeless Assistance Act, 42 U.S.C. 11381 et seq.; and


WHEREAS, the Department of Public Social Services, hereinafter referred to as "DPSS," has been designated by the County to provide coordination and administration of the County's Supportive Housing Program, as described in the County's grant agreement with the Grantor.

NOW THEREFORE, DPSS and the Project Sponsor do hereby covenant and agree that the Project Sponsor will provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein this Agreement.

Authorized Signature for the Board:	Authorized Signature for Project Sponsor:
	
Printed Name of Person Signing:	Printed Name of Person Signing:
John Tavaglione	Emilio Ramirez
Title: Chairman, Board of Supervisors	Title: Development Director
Address: 4080 Lemon Street Riverside, CA 92501	Address: 3900 Main Street Riverside, CA 92522
Date Signed:	Date Signed: July 5, 2012

APPROVED AS TO FORM


DEPUTY CITY ATTORNEY

Attest

City Clerk

FORM APPROVED COUNTY COUNSEL

BY:  6-25-12
ELENA M. BOEVA DATE

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LIST OF EXHIBITS

EXHIBIT A – Project Summary

EXHIBIT B – 2-1-1 Riverside County Agency Registration Form

EXHIBIT C – 2-1-1 Riverside County Program Registration Form

EXHIBIT D – Contract Accounting and Administrative Handbook for HUD Funded Programs

EXHIBIT E – Tenant Change Notice Form

EXHIBIT F – Certification of Tenant Roll Form

EXHIBIT G – Assurance of Compliance

I. DEFINITIONS

As used in this Agreement, the following terms are defined below unless the context indicates otherwise.

- A. The term "2-1-1" refers to 2-1-1 Riverside County—a designated 3-digit number that allows callers to receive up-to-date information and referrals to health and human service agencies.
- B. The term "Application" refers to the approved application and its submissions prepared by the Project Sponsor, which is the basis on which HUD approved the grant.
- C. The term "Technical Submission" refers to the approved documents prepared by the Project Sponsor and submitted to HUD after the HUD grant award.
- D. The term "Project" refers to housing and/or supportive services for facilitating the movement of homeless individuals into permanent housing within 24 months or less.
- E. The term "Supportive Housing Program" refers to the HUD grant program to promote transitional housing and supportive services to homeless individuals.
- F. The terms "Project Sponsor" or "Contractor" refer to the City of Riverside, the entity under agreement with DPSS to operate the project on a daily basis.
- G. The term "HMIS" refers to the Riverside County Homeless Management Information System.
- H. The term "Participants" refers to individuals who utilize Supportive Housing Program services, including referral services or individuals who are residents or former residents of the housing project.
- I. The term "Draw Down" refers to the wire transfer system called Line of Credit Control System - Voice Response System (LOCCS – VRS).
- J. The term "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this contract.
- K. The term "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

II. DPSS RESPONSIBILITIES

- A. DPSS shall assure that the services provided by the Project Sponsor comply with all applicable federal, state, county, and local government laws, rules, regulations, policies and procedures.
- B. DPSS shall assign staff to serve as liaison and program coordinator between DPSS and the Project Sponsor. This staff will provide the Project Sponsor programmatic consultation and advise the Project Sponsor of all-pertinent existing guidelines and

regulations. Additionally, the staff will provide or arrange for consultation and technical assistance to the Project Sponsor as needed.

- C. DPSS will assign staff to monitor the performance of the Project Sponsor in performing the terms, conditions, and specifications of this Agreement. DPSS, at its sole discretion, may monitor the performance of the Project Sponsor through any combination of the following methods which may include, but are not limited to: 1) periodic reviews, including on-site visits; (2) evaluations of the quantity or level and quality of services provided by the Project Sponsor; (3) annual inspection of all available fiscal statements and other records maintained by the Project Sponsor; and (4) annual statements that the Project Sponsor is required to complete under this Agreement.

III. PROJECT SPONSOR RESPONSIBILITIES

- A. The Project Sponsor shall be responsible for the overall administration of the Project, including overseeing all subcontractors, client services, and case management, medical care, social services support, and legal support. The Project Sponsor will also provide client linkages to other sources of support for disabled homeless single persons. The Project Sponsor will keep records and reports established to carry out the program in an effective and efficient manner. These records and reports must include racial and ethnic data on participants for program monitoring and evaluation.
- B. The Project Sponsor shall provide services as set forth in the Project Summary, attached hereto as **Exhibit A**, and incorporated herein by these references.
- C. The Project Sponsor shall register its agency and/or program, as funded by DPSS, with 2-1-1 Riverside County, by faxing the 2-1-1 registration forms attached hereto as **Exhibits B and C**, respectively, and incorporated herein by these references, to (951) 686-7417. Registration is to take place at the time of execution of this Agreement, and updated on a quarterly basis, at minimum, if agency and/or program changes occur through the term of this Agreement.

For general inquiries regarding agency and/or program registration, Project Sponsors may contact 2-1-1 by one of the following methods:

Telephone	(800) 464-1123 or (951) 686-4402 Monday through Friday - 8:00 am to 5:00 pm
U.S. Postal Service	P.O. 5376, Riverside, CA 92517-5376
E-mail	211info@vcrivco.org

- D. The Project Sponsor will be responsible for assuring that persons served under the terms of this Agreement meet the criteria specified in federal law for participants served under the Supportive Housing Program.
- E. The Project Sponsor shall comply with the policies and procedures in the DPSS Administrative Handbook for HUD Funded Programs, attached hereto as **Exhibit D** and incorporated herein by this reference, and all laws applicable to the provision of services under this program. If required, this Agreement will be amended to reflect any additional requirements detailed in the Handbook.
- F. The Project Sponsor agrees to participate in the Homeless Management Information System (HMIS).

2. DPSS retains the rights to the HMIS and case management software application used in the operations of this property. DPSS grants the Project Sponsor an exclusive perpetual license to use the HMIS software for the term of this Agreement.
3. The Project Sponsor shall ensure that employees using HMIS for client intake capture all required data fields, as set forth in the Housing and Homeless Coalition for Riverside County's HMIS Policies and Procedures Manual, which is located on the DPSS Homeless Programs Unit website (<http://riversidehomeless.org>).
4. Programs that exclusively serve Domestic Violence victims are not required to enter client identifying information in the HMIS system; however, the Project Sponsor must collect required data in a comparable in-house database.

IV. FISCAL PROVISIONS

A. OBLIGATION

The Project Sponsor shall be reimbursed by HUD, utilizing a draw down process, for an amount not to exceed \$114,339. The County shall be reimbursed by HUD for an amount not to exceed \$2,788. Said funds shall be spent according to the budget shown below.

Budget Category	Total
SUPPORTIVE SERVICES	\$41,656
OPERATIONS	\$68,934
HMIS	\$960
ADMINISTRATIVE COSTS (SPONSOR)	\$2,789
ADMINISTRATIVE COSTS (COUNTY)	\$2,788
Total	\$117,127

Supportive Services requires a cash match of at least 20% of the total supportive services budget for each operating year. Operating Costs requires a cash match of at least 25% of the total operating budget for each operating year (**Exhibit A**).

B. METHOD, TIME, AND CONDITION OF PAYMENTS

1. The Project Sponsor shall submit to DPSS a monthly claim in accordance with the Administrative Handbook, **Exhibit D**.
2. The Project Sponsor shall ensure that funds provided under this Agreement are not used to pay developer's fees, to establish working capital, or operate deficit funds.
 - a. Cash Match Documentation

The Project Sponsor shall provide cash match documentation as set forth in this Agreement and the Project Summary, attached hereto as **Exhibit A** and incorporated herein by this reference. Cash match documentation may be submitted with monthly billing claims; however, documentation must be submitted to DPSS at least quarterly. DPSS will verify utilization of the cash match through a monthly desk review and on-site monitoring visits. Matching funds provided by the Project Sponsor must be money provided to the project by one or more of the following: the Project Sponsor, the federal government, state and local governments, and/or private resources. Non-cash resources such as in-kind contributions of goods or services cannot be used to fulfill matching funds.

requirements. Matching funds provided by state or local government used in a matching contribution are subject to maintenance of effort requirements.

- b. In the event that the Project Sponsor does not meet the requirements in paragraph 2.a. above, DPSS reserves the right to suspend or terminate this Agreement.

C. BUDGET MODIFICATIONS

1. Minor changes are departures from the initial application that do not substantially affect the grant. All requests for minor changes must be approved in writing by DPSS prior to implementing the change. No requests will be approved retroactively.

a. Changes within a Budget Category

Changes can be made to individual line items within a category, if all of the following conditions are met:

- i. The total amount of the Agreement does not change;
- ii. The Project Sponsor delivers a written request to DPSS, that adequately documents the need for a change and specifically identifies the items to be reduced/increased;
- iii. The modification cannot remove any line item that was included in the original Application or Technical Submission (if applicable);
- iv. Modification requests (i.e., other than rollovers) must be submitted to DPSS no later than **thirty (30) days after** the end of the grant period.

b. Changes between Budget Categories (up to 10 percent)

Changes can be made between categories of up to 10 percent over the life of the grant, if all of the following conditions are met:

- i. The total amount of the Agreement does not change;
- ii. The Project Sponsor delivers a written request to DPSS, that adequately documents the need for a change and specifically identifies the categories and line items to be reduced/increased;
- iii. The modification cannot remove any line item that was included in the original Application or Technical Submission (if applicable);
- iv. Modification requests (i.e., other than rollovers) must be submitted to DPSS no later than **forty-five (45) days prior** to end of the grant period.

2. Major changes are departures from the initial application that substantially affect the grant. All requests for major changes must be approved in writing by DPSS prior to implementing the change. No requests will be approved retroactively. The following are examples of significant changes:

- a change in project site;
- additions and deletions of eligible activities;
- a shift of 10 percent or more of funds from one approved activity to another over the life of the grant;
- a change in the target population; or
- a change in the number of participants to be served.

a. Conditions for Approval

- a change in the number of participants to be served.

a. Conditions for Approval

Changes may be approved if all of the following conditions are met:

- i. The Project Sponsor delivers a written request to DPSS, no later than **ninety (90) days prior** to the end of the grant period, and adequately documents the need for change; and
- ii. approval is received by HUD.

b. Requests for Approval

Request will be forwarded to HUD for their approval and any one of the following will take place:

- i. HUD will approve change as requested;
- ii. HUD will approve change and reduce dollars;
- iii. HUD will deny request.

c. Budget Rollover of unused funds (multi-year grants only)

The Project Sponsor may request that unused funds from a prior operating year be rolled over into the next operating year, if all of the following conditions are met:

- i. The total amount of the Agreement does not change;
- ii. The Project Sponsor delivers a written request to DPSS, no later than **forty-five (45) days prior** to the end of the grant period and adequately documents the need for a change;
- iii. The Project Sponsor specifically identifies the categories, line items, and rolls the funds over to the same approved categories and line items for the following operating year;
- iv. The Project Sponsor meets the approved match for the unused funds even if the match is different from the approved match from the prior operating year.

D. DISBURSEMENT OF FUNDS

DPSS shall disburse funds under this Agreement to the Project Sponsor as follows:

1. The Project Sponsor shall submit claims for reimbursement pursuant to the Budget listed in section IV.A. on a monthly basis.
2. Administrative costs are costs associated with accounting for the use of grant funds, preparing reports for submission to HUD, obtaining program audits, similar costs related to administering the grant after the award, and staff salaries associated with these administrative costs.

E. UNEXPENDED FUNDS AND CLOSE-OUTS

1. The Project Sponsor shall complete all necessary closeout procedures, including the APR, required by DPSS within a period of not more than **forty-five (45) calendar days** from the expiration date of this Agreement. This time period will be referred to

as the financial closeout period. After the expiration of the financial closeout period, those funds not paid to the Project Sponsor under this Agreement shall be recaptured by HUD. DPSS is not liable for any expenses or costs associated with this Agreement after the expiration of the financial closeout period.

2. The Project Sponsor, if required to have an A-133 audit, shall provide a final financial audit for activities performed under this Agreement within thirty (30) days from finalization of audit.

F. INSPECTION AND AUDITS

1. The Project Sponsor shall manage monies received through DPSS in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; and adhere to accounting standards established in OMB Circulars A-110, A-122 and A-133.
2. The Project Sponsor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Project Sponsor shall maintain these records for seven (7) years after final payment has been made or until all pending DPSS, state, and federal audits, if any, are completed, whichever is later.
3. Authorized representatives of DPSS and the federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right, upon request, to inspect or otherwise evaluate the work performed under this Agreement and the premises in which it is being performed.
4. This access to records includes, but is not limited to, service delivery, referrals, and financial and administrative documents for seven (7) years after final payment was made, or until all pending county, state, and federal audits are completed, whichever is later.
5. Should the Project Sponsor disagree with any audit conducted by DPSS, the Project Sponsor shall have the right to employ a licensed, Certified Public Account (CPA) to prepare and file with DPSS a certified financial and compliance audit (in compliance with generally accepted government auditing standards) of related services provided during the term of this Agreement. The Project Sponsor will not be reimbursed by DPSS for such an audit.
6. In the event the Project Sponsor does not make available its books and financial records at the location where they are normally maintained, the Project Sponsor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting any audit.
7. All contract deliverables and equipment furnished or utilized in the performance of this Agreement shall be subject to inspection by DPSS at all times during the term of this Agreement. The Project Sponsor shall provide adequate cooperation to any employee assigned by DPSS in order to permit their determination of the Project Sponsor's conformity with specifications and adequacy of performance and services being provided in accordance with this Agreement.

G. WITHHELD PAYMENTS

1. Unearned payments under this Agreement may be suspended or terminated if grant funds to DPSS are suspended terminated, or if the Project Sponsor refuses to accept, additional conditions imposed on it by HUD or DPSS.
2. DPSS has the authority to withhold funds under this Agreement pending a final determination by DPSS of questioned expenditures or indebtedness to DPSS arising from past or present agreements between DPSS and the Project Sponsor. Upon final determination by DPSS of disallowed expenditures or indebtedness, DPSS may deduct and retain the amount of the disallowed or indebtedness from the amount of the withheld funds.
3. Payments to the Project Sponsor may be withheld by DPSS if the Project Sponsor fails to comply with the provisions of this Agreement.

H. FISCAL ACCOUNTABILITY

1. The Project Sponsor agrees to manage monies received through DPSS in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; and adhere to accounting standards established in OMB Circulars A-110, A-122, and A-133.
2. The Project Sponsor must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, the Project Sponsor must develop an accounting procedure manual. Said manual shall be made available to DPSS upon request or during fiscal monitoring visits.

I. AVAILABILITY OF FUNDING

Funding for this Agreement is subject to the continuing availability of funds provided to DPSS during the Agreement period. DPSS will inform the Project Sponsor, immediately upon notice from HUD, of any limitation of the availability of funds. Both parties understand that DPSS makes no commitment to fund this project beyond the term of this Agreement.

V. GENERAL PROVISIONS**A. TERM OF AGREEMENT**

The Agreement shall be effective from February 1, 2012 through January 31, 2013.

B. INDEPENDENT CAPACITY

Each party shall act in an independent capacity and not as an agent or employee of the other.

C. SUPPORTIVE HOUSING PROGRAM COMPLIANCE

By executing this Agreement, the Project Sponsor hereby certifies that it will adhere to and comply with the following as they may be applicable to a recipient of funds granted

pursuant to the Supportive Housing Program, including; HUD Application, Technical Submission; Supportive Housing Program Rule (24 CFR 583); this Agreement, and the applicable Notice of Funding Availability (NOFA).

D. CONFLICT OF INTEREST

The Project Sponsor covenants that it presently has no interest in, including but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which is, or which the Project Sponsor believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. The Project Sponsor further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by the Project Sponsor under this agreement. The Project Sponsor agrees to inform DPSS of all of the Project Sponsor's interests, if any, which are or which the Project Sponsor believes to be incompatible with any interest of DPSS. The County will make final determination of any dispute about conflict(s) of interest.

E. DEFAULT

1. A default shall consist of any use of grant funds for a purpose other than as authorized by this Agreement or failure in the Project Sponsor's duty to provide the supportive housing for the minimum term in accordance with the requirements of the provisions of the SHP Rule, the Application, the Technical Submission, or this Agreement. In the event of an occurrence of default, DPSS and HUD may take one or more of the following actions:
 - a. Issue a letter of warning advising the Project Sponsor of the default that establishes a date by which corrective actions must be completed and puts the Project Sponsor on notice that more serious actions will be taken if the default is not corrected or is repeated;
 - b. Direct the Project Sponsor to submit progress schedules for completing the approved activities;
 - c. Direct the Project Sponsor to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
 - d. Direct the Project Sponsor to reimburse the program accounts for costs inappropriately charged to the program; and/or
 - e. Make recommendations to HUD to reduce or recapture the grant.
2. No delay or omission by the County in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver of acquiescence in any Project Sponsor default.

F. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the federal government, the state, and the County of Riverside, its Agencies, districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement,

including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged liability.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims.

In the event there is conflict between this cause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

G. INSURANCE

Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

Workers' Compensation:

If Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. **Policy shall be endorsed to waive subrogation in favor of the County of Riverside;** and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. **Policy shall name, in the following manner, "the County of Riverside, its Agencies, Districts, and Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents or**

representatives as Additional Insureds.” Policy’s limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

Professional Liability:

If, at any time during the duration of this Agreement and any renewal or extension thereof, the Contractor, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Consultant’s Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Consultant shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with at retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificate of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under items: Workers’ Compensation, Commercial General Liability or Professional Liability will continue for a period of five (5) years beyond the termination of this Agreement.

Vehicle Liability:

If Contractor’s vehicles or mobile equipment are used in the performance of the obligations under this Agreement, Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. **Policy shall name, in the following manner, “the County of Riverside, its Agencies, Districts, Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, or representatives as Additional Insureds.”**

General Insurance Provisions – All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County’s Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The Contractor’s insurance carrier(s) must declare self-insured retentions. If such self insured retentions exceed \$500,000 per occurrence retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention’s unacceptable to the County, and at the election of the County’s Risk Manager, Contractor’s carriers shall either; 1) reduce or eliminate such self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

3. The Contractor shall cause insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. **CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.**
4. It is understood and agreed to by the parties hereto and the CONTRACTOR'S insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
6. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
8. Contractor agrees to notify the County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

H. INDEPENDENT CONTRACTOR

The Project Sponsor is, and will at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between

DPSS and the Project Sponsor or any of the Project Sponsor's agents, employees, or volunteers. The Project Sponsor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. The Project Sponsor, its agents, employees, and volunteers shall not be afforded any of the rights and/or privileges afforded to employees of DPSS or the County of Riverside and shall not be considered in any manner to be employees of the County.

I. SUBCONTRACT FOR SERVICES

1. The Contractor shall not enter into any subcontract with any subcontractor who:
 - a. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
 - b. has within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - d. has within a 3-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
3. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
4. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives

J. REPORTS AND RECORD KEEPING

1. The Project Sponsor agrees to submit an Annual Progress Report (APR), **Appendix 6 of Exhibit D**, to DPSS within forty five (45) days after the end of each operating year. Failure to submit an APR may lead to a delay in receiving future grant funds. Upon review for completeness and accuracy, DPSS will submit the APR to HUD as required. The Project Sponsor will mail these records to the following address:

Department of Public Social Services
Homeless Programs Unit
4060 County Circle Drive

Riverside, CA 92503

2. The Project Sponsor agrees to submit a Semi-Annual Statistical Report upon a 30-day written notice by DPSS.
3. If funded for Transitional Housing or Permanent Housing, the Project Sponsor agrees to the following:
 - a. The Project Sponsor will notify DPSS immediately upon knowledge of a participant entering and/or exiting a housing unit. The notification document, attached hereto as **Exhibit E** [Tenant Change Notice Form] and incorporated herein by this reference, shall be faxed to (951) 358-7755 or scanned and sent by e-mail to the DPSS SHP/HUD Program Specialist. It is also strongly encouraged that the Project Sponsor follow-up with a telephone call to the Program Specialist at (951) 358-5638 to verify receipt of the faxed Tenant Change Notice Form.
 - b. If the Tenant Change Notice is for a new client entering the facility, the form should be accompanied by the following: (a) the Verification of Homelessness, (b) the rent calculation, and (c) verification of disability (if applicable). If it is not possible to provide this documentation with the Tenant Change Notice form, the Project Sponsor must have a copy available at the time the HQS is performed.
 - c. Upon receipt of the Tenant Change Notice Form, DPSS will, within two (2) business days, arrange a HUD Habitability Quality Standard [HQS] Inspection of the housing unit being vacated. HQS Inspections are required by HUD in 24 CFR 583.300(b).
 - d. If a vacancy occurs in which the Project Sponsor cannot notify DPSS in the timeframe set forth above in 3.a, or if the HQS Inspection cannot be performed in the timeframe set forth above in 3.c, the Project Sponsor has the authority to fill the vacancy with a client from their waiting list. Upon such an occurrence, DPSS will schedule the HQS inspection after the fact.
 - e. Project Sponsor may use a unique client identifier on the Tenant Change Notice and Certification of Tenant Roll as long as all other required information is provided. The Tenant Change Notice and Certification of Tenant Roll are for DPSS program monitoring purposes and Housing Quality Standard inspections only and will remain secured in order to safeguard protected client information.
4. If funded for Transitional Housing, Permanent Housing, or Shelter Plus Care, the Project Sponsor agrees to provide DPSS with a monthly residential log of participants, attached hereto as **Exhibit F** [Certification of Tenant Roll] and incorporated herein by this reference. The residential log is due, by fax or scanned and sent by e-mail to the DPSS SHP/HUD Program Specialist, on or before the 10th (tenth) business day following the reporting month, regardless of the means by which the report is sent to DPSS. The fax number of the Homeless Programs Unit is provided above (reference 3).
5. The Sponsor agrees to collect and maintain records of participants for required federal, state, and county reports.

K. SANCTIONS

Failure by the Project Sponsor to comply with any of the provisions, covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement under the provisions in paragraph "L" below, and may take any other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

1. Afford the Project Sponsor a time period within which to correct the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Withhold funds pending correction of the breach.

L. TERMINATION

1. DPSS may immediately suspend or terminate this Agreement for cause upon written notice to the Project Sponsor of the action being taken. Cause shall be established if:
 - a. The Project Sponsor fails to perform the covenants herein contained at such time and in such manner as provided in this Agreement; or
 - b. There is a conflict with any federal, state or local laws, ordinance, regulation or rule rendering any provision of this Agreement invalid or untenable.
2. DPSS may also terminate or suspend this agreement without cause. DPSS will provide ninety (90) days written notification stating the extent and effective date of termination. The ninety-day period begins when notice is deposited in the U.S. Mail, postage paid.
3. The Project Sponsor may terminate this Agreement with cause upon written notice served upon DPSS stating the extent and effective date of termination. Contractor will provide ninety (90) days written notification stating the extent and effective date of termination. The ninety-day period begins when notice is deposited in the U.S. Mail, postage paid.
4. Upon termination of this Agreement, the Project Sponsor shall not incur any obligations after any effective date of such termination, unless expressly authorized in writing by DPSS.
5. In the event the funding from HUD is reduced, terminated or otherwise becomes unavailable, DPSS shall provide written notice to the Project Sponsor within five (5) working days from the date that HUD reduces, suspends or terminates the grant funding. This Agreement shall be either immediately terminated or amended to reflect said reduction in funds. DPSS shall make payments for all services performed up to the effective date of the termination.

M. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

N. NOTICES

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth herein. All other correspondence shall be delivered to the addresses shown below and are deemed submitted on the date of deposit in the U. S. Mail, postage prepaid to:

DPSS: Department of Public Social Services
(Contract Issues) Contracts Administration Unit
10281 Kidd Street
Riverside, CA 92503

DPSS: Department of Public Social Services
(Program Issues) Homeless Program Unit
4060 County Circle Drive
Riverside, CA 92503

DPSS: Department of Public Social Services
(Fiscal Issues) Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

Project Sponsor: City of Riverside
Attn: Development Director
3900 Main Street
Riverside, CA 92522

O. ASSIGNMENTS

The Project Sponsor cannot assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without prior written consent of DPSS. Any attempt to assign any interest without DPSS written consent shall be void and of no further force or effect.

P. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed of by Agreement, shall be disposed of by DPSS who shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Project Sponsor shall proceed diligently with the performance of the Agreement pending DPSS' decision.

Q. CHILD ABUSE REPORTING

The Contractor shall establish a procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code, Section 11166.

R. ELDER AND DEPENDENT ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two (2) working days.

S. CLIENTS CIVIL RIGHTS COMPLIANCE

1. Assurance of Compliance

The Contractor shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as **Exhibit G** and incorporated herein by this reference. The Contractor will sign and date **Exhibit G** and return it to DPSS along with the executed Contract. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

2. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel.

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

3. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (a) Denying a participant any service or benefit or availability of a facility.
- (b) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- (c) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

4. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

T. EMPLOYMENT PRACTICES

1. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the California Fair Employment and Housing Act (commencing with Gov. Code section 12900 et. seq.), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.

For the purpose of this section, Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

U. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in

compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

V. CLEAN AIR/WATER ACTS

As required in all contracts with an estimated total value in excess of \$100,000, the Project Sponsor agrees to comply with all applicable requirements issued under Section 306 of the Clean Air Act (33 U.S.C. 1368), U.S. Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, Part 15). These laws and regulations require the Project Sponsor not to use facilities on the EPA list of violating facilities and to report violations to the EPA.

W. LEAD-BASED PAINT

The Project Sponsor and all subcontractors, if any, shall comply with the requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and implementing regulations issued pursuant thereto (24 CFR Part 35).

X. AUTHORITY

The individuals executing this Agreement and the instruments referenced herein on behalf of the Project Sponsor each represent and warrant that they have the legal power, right, and actual authority to bind the Project Sponsor to the terms and conditions hereof and thereof.

Y. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The Project Sponsor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS which are equally applicable and made binding upon the Project Sponsor as though made with the Project Sponsor directly.

Z. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be made in writing and signed by the parties herein. More specifically, the Project Sponsor shall not change the population to be served or make any other change inconsistent with the Application without the prior approval of DPSS and HUD.