



Transactions with parties with whom a conflicting interest exists may be undertaken only if all of the following are observed:

- a. The conflicting interest is fully disclosed;
- b. The person with the conflict of interest is excluded from the discussion and approval of such transaction;
- c. A competitive bid or comparable valuation exists; and
- d. The [board or a duly constituted committee thereof] has determined that the transaction is in the best interest of the organization.

VII. Payment Terms

Cost and Budget

ICLS's cost for providing legal services for up to 60 households is \$35,000 per year. ICLS will submit monthly invoices by the 2nd business day of the month in agreed upon format to U.S.VETS for payment. Each invoice should be 1/12 of total cost of providing services. The legal services to be provided under this sub contract could include simple advice and counsel, preparation of documents, brief services, or extended services that would include representation before a court or administrative agency.

VIII. Monitoring Performance

Both parties agree to make every effort to resolve any deficiencies in performance of this Subcontract. U.S.VETS will regularly monitor ICLS's performance on meeting grant compliance, grant performance measures, and responsibilities as outlined per this Subcontract.

IX. Confidentiality

In the course of performing services, the parties recognize that ICLS may come in contact or become familiar with information which U.S.VETS or its subsidiaries or affiliates may consider confidential. This information may include, but is not limited to, information pertaining to proprietary information may be of value to a competitor and clientele information. ICLS agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate U.S.VETS personnel or their designees.

For communication of client cases for the coordination of care and monitoring performance, ICLS will include a Client Consent for Release of Information to U.S.VETS as part of the client enrollment documents and thoroughly explain the role of ICLS and U.S.VETS to clients. ICLS agrees to make client files available for monitoring visits and audits conducted by U.S.VETS, a third-party funder, and/or a third-party audit firm upon request.



X. Authorization

Irene Morales

Irene Morales, Executive Director
Inland Counties Legal Services

10/1/15

Date

Eddie Estrada

Eddie Estrada, Executive Director
United States Veterans Initiative, Inland Empire

10/1/15

Date

**Riverside County Transportation Commission
Western Riverside County Measure A Specialized Transit Program
FY 2015/16; FY 2016/17 and FY 2017/18**

FUNDING AGREEMENT FOR UNITED STATES VETERANS INITIATIVE

1. Parties and Date. This Agreement is made and entered into this 4th day of May, 2015, by and between the Riverside County Transportation Commission, hereinafter referred to as "RCTC", and United States Veterans Initiative hereinafter referred to as "Recipient". The term of this Agreement shall not commence until the Effective Date, as set forth below.

2. Recitals.

2.1 In 1988 the voters of Riverside County approved Measure A, imposing a one-half (1/2) percent sales tax within Riverside County to fund transportation programs and improvements.

2.2 In 2002 the voters of Riverside County approved a thirty (30) year extension of the one-half (1/2) percent Measure A sales tax within Riverside County for the continued funding of transportation programs and improvements.

2.3 RCTC has developed a specialized transit program to provide discount fares and expanded transit services for seniors, persons with disabilities, and the truly needy, as mandated by Measure A, under which RCTC has contracted with other entities to develop and implement transportation services and programs for these specialized groups.

2.4 Recipient has prepared and submitted to RCTC a grant application, attached hereto as Exhibit "A", to provide transportation services (the "Proposal").

2.5 The Proposal submitted by Recipient describes certain priority projects which RCTC has determined merit funding.

2.6 Funding for the Project shall be provided pursuant to the terms contained in this Agreement in the form of Measure A funds.

2.7 Recipient shall utilize the funding allocated and distributed by RCTC solely for the Project.

3. Terms.

3.1 Services of Recipient; Definitions.

A. Definitions.

1. Days - As used in this Agreement, "days" shall be calendar days.

2. Project - The program proposed by Recipient as described herein and in the Proposal attached hereto as Exhibit "A" and incorporated herein by reference, which has been reviewed and approved by RCTC.

3. Effective Date - July 1, 2015.

4. Definition of Funding Periods -

"Year 1" shall refer to funds appropriated for the period 7/1/2015 through 6/30/16;
"Year 2" shall refer to funds appropriated for the period 7/1/2016 through 6/30/17; and
"Year 3" shall refer to funds appropriated for the period 7/1/2017 through 6/30/18.

B. General Scope of Grant. Recipient shall use the funds granted hereunder exclusively to implement, staff, manage, and operate the Project. Recipient shall be solely responsible for implementing, staffing, managing and operating the Project in the manner described herein.

The funds provided pursuant to Section 4 of this Agreement are specifically for the Project and are the entire amount which RCTC intends to provide to the Project. Any subsequent amendments to the Project scope or description or additional services to be provided are not covered by this Agreement, and the funding for any such amendments or additional services shall be the sole responsibility of Recipient unless such amendments or additional services are approved in writing by RCTC prior to the provision of such additional services.

C. Approval by RCTC. Any use of funds granted hereunder shall be subject to the review and approval of RCTC.

D. Funding Reimbursement by Recipient. If it is determined pursuant to a Project audit that any funds granted hereunder have been improperly expended, Recipient shall reimburse RCTC for the full amount of such improperly expended funds within thirty (30) days of notification and request for repayment by RCTC.

E. Term. The term of this Agreement shall be from the Effective Date to June 30, 2018, unless terminated at an earlier date as provided herein.

F. Term Contingent on Funding. Notwithstanding the term as defined in subsection E above, the continuation of this Agreement into a second or third year shall be

contingent upon the appropriation of funds to Recipient by action of RCTC. If such appropriation has not been made, RCTC may terminate this Agreement pursuant to Section 6.1 herein.

G. Expenditure of Funds Beyond Fiscal Year. If there are remaining unspent funds granted by RCTC in the account of Recipient at the end of any fiscal year covered by this Agreement, Recipient may apply in writing to the Executive Director of RCTC for authorization to spend the remaining funds in the next fiscal year, provided that the remaining funds shall be spent exclusively on the Project. Such request may be approved or denied at the sole discretion of the Executive Director of RCTC.

3.2 Responsibilities of Recipient

A. Indemnification. Recipient shall defend, indemnify and hold RCTC, its directors, officials, officers, employees, agents and/or volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Recipient or any of its agents, employees, contractors, volunteers, or service providers arising out of or in connection with Recipient's performance of this Agreement, including without limitation the payment of consequential damages and attorneys' fees. Further, Recipient shall defend at its own expense, including the payment of attorneys' fees, RCTC, its officials, officers, employees, and agents in any legal action based upon such acts, omissions or willful misconduct. Recipient shall reimburse RCTC and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

B. Standard of Care; Performance Standards.

1. Recipient shall implement the Project in a skillful and competent manner and in accordance with all applicable local, state, and federal laws, rules and regulations. Recipient shall be responsible to RCTC for any errors or omissions in its execution of this Agreement and the implementation of the Project.

2. Recipient shall meet or exceed the following performance standards for the Project.

a. Recipient shall adhere to the timeline set forth in this Agreement or as subsequently directed by RCTC.

b. Recipient shall expend RCTC financial contributions entirely on the Project.

c. Recipient shall implement the Project in a manner consistent with Exhibit "A" and all provisions of this Agreement.

d. Recipient shall comply with any requirements and restrictions imposed by RCTC on the use of RCTC financial contributions provided for the Project.

C. Insurance.

1. Time for Compliance. Recipient shall not commence work under this Agreement until it has provided evidence satisfactory to RCTC that it has secured all insurance required under this section, in a form and with insurance companies acceptable to RCTC. In addition, Recipient shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

2. Minimum Requirements. Recipient shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement or the Project by Recipient, its agents, representatives, employees or subcontractors. Recipient shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

a. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

b. Minimum Limits of Insurance. Recipient shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *if Recipient has an employees, Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

3. Insurance Endorsements. The insurance policies shall contain the following provisions, or Recipient shall provide endorsements on forms approved by RCTC to add the following provisions to the insurance policies:

a. General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily Injury and property damage; (2) personal Injury/advertising

Injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate limits that apply per Project; (6) explosion, collapse and underground (UCX) exclusion deleted; (7) contractual liability with respect to this Agreement; (8) broad form property damage; and (9) independent consultants coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.

(iii) The policy shall give RCTC, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from RCTC's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

b. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) RCTC, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Recipient or for which Recipient is responsible; and (2) the insurance coverage shall be primary insurance as respects RCTC, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of Recipient's scheduled underlying coverage. Any insurance or self-insurance maintained by RCTC, its directors, officials, officers, employees and agents shall be excess of Recipient's insurance and shall not be called upon to contribute with it in any way.

c. Workers' Compensation and Employers Liability Coverage.

(i) Recipient certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against RCTC, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by Recipient.

d. All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to RCTC, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of RCTC (if agreed to in a written contract or agreement) before RCTC's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Recipient shall provide RCTC at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that Recipient shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Recipient shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to RCTC at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Recipient shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Recipient shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Recipient, and any approval of said insurance by RCTC, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Recipient pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Recipient or Commission will withhold amounts sufficient to pay premium from Recipient payments. In the alternative, Commission may cancel this Agreement. RCTC may require Recipient to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither RCTC nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

Each insurance policy required by this Agreement shall be endorsed to state that:

4. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by RCTC. If RCTC does not approve the deductibles or self-insured retentions as presented, Recipient shall guarantee that, at the option of RCTC, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects RCTC, its directors, officials, officers, employees and agents; or, (2) Recipient shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

5. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to RCTC.

6. Verification of Coverage. Recipient shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to RCTC. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by RCTC before work commences. RCTC reserves the right to require complete, certified copies of all required insurance policies, at any time.

7. Subconsultant Insurance Requirements. Recipient shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to RCTC that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name RCTC as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Recipient, RCTC may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

D. Tax Exempt Status. Throughout the term of this Agreement, Recipient shall maintain its Federal and State tax exempt status as a duly constituted non-profit organization incorporated in the State of California. Proof of such status shall be furnished to RCTC upon request.

E. Obligation to Provide Match Funding.

1. Recipient must provide funding (or equivalent services) as a match to the funds provided by RCTC for the Project, in a minimum amount as follows:

Year 1: Twenty-Two Thousand Three Hundred Nine dollars (\$22,309)
Year 2: Twenty-Two Thousand Three Hundred Nine dollars (\$22,309)
Year 3: Twenty-Two Thousand Three Hundred Nine dollars (\$22,309).

2. Before RCTC shall disburse any portion of the funds to be provided by RCTC for the Project, Recipient must certify by signing Exhibit "B" that it has obtained or will obtain the amount which it agrees to provide in match funding for the applicable fiscal year.

3. In addition to the requirement by RCTC that Recipient furnish the certification form attached hereto as Exhibit "B" certifying that it has obtained adequate match funding, RCTC also has the right to conduct an audit of Recipient's records at any time during the period of this Agreement, with forty-eight (48) hours' advance notice. RCTC reserves the right to require Recipient to return any portion or all of the funds provided by RCTC, in the event that RCTC discovers through audit or other means that Recipient has failed to meet the requirements of match funding provided in this Agreement.

4. The approved in-kind contributions or equivalent services to be provided by Recipient, if any, are described in Exhibit "A". No services or in-kind contributions, other than those set forth in Exhibit "A", shall be counted towards Recipient's share of match funding unless a written description of proposed substitute in-kind contributions or services is submitted to RCTC for review, and approved in writing by RCTC as qualifying in-kind contributions or equivalent services.

4. RCTC's Responsibilities.

4.1 Disbursement of Funds.

A. RCTC shall disburse up to a total of One Hundred Twenty-Nine Thousand Nine Hundred Fifteen dollars (\$129,915) in Measure A funds earmarked for specialized transit programs to Recipient for the Project.

B. The total funding amount is allocated as follows:

1. Total amount for Year 1: \$43,305.
2. Total amount for Year 2: \$43,305.

3. Total amount for Year 3: \$43,305.

C. The funds described above shall be disbursed to Recipient as follows:

RCTC shall disburse funds monthly in arrears within thirty (30) days of Recipient's submission and RCTC approval of the required Monthly Project Invoice, in a form satisfactory to RCTC, and reporting as specified herein.

5. Accounting Records.

5.1 Retention of Records. Recipient shall maintain complete and accurate records with respect to costs incurred and other records generated under this Agreement. All such records shall be clearly identifiable. Recipient shall allow a representative of RCTC during normal business hours to examine, audit, and make transcripts or copies of such records. Recipient shall maintain all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the expiration of this Agreement and shall allow inspection hereunder during such time.

5.2 Accounting of Funds. When requested by RCTC, Recipient shall within ten (10) days provide RCTC with a full reporting and accounting of all Measure A funds received during the term of this Agreement.

5.3 Reporting.

A. Monthly Reporting: Within ten (10) working days following the close of each month during the term of this Agreement, Recipient shall prepare and submit to RCTC a written report detailing the financial and operating performance of the Project. The initial format and content of these reports as specified by RCTC are contained herein as Exhibit "C", Reporting Requirements. The format and content of these reports is subject to change by RCTC from time to time upon written notice to Recipient.

B. Year-End Reporting: No later than fifteen (15) days following the close of each funding year, Recipient shall ensure that complete and accurate reports have been filed with RCTC detailing the financial and operating performance of the Project for the prior year.

C. Data Availability for RCTC Review: In addition to the reporting specified herein, the operating and financial data required to be collected and maintained by the Recipient shall be made available to RCTC and access shall be given to RCTC and its agents to the systems and records used to collect and maintain that data upon request. If so requested, such data shall be delivered to RCTC and access granted to data systems and records within three (3) business days of receipt of said request or at such time as agreed upon by RCTC and Recipient.

5.4 Annual Audit.

A. RCTC shall notify Recipient in writing, by the end of the fiscal year, if Recipient is required to conduct an annual financial audit of records pertaining to the Project. If an audit is required, it shall be completed and submitted to RCTC by December 31st of the following fiscal year ("Audit Deadline"). In order to ensure compliance with the Audit Deadline, Recipient shall respond promptly to the auditor's requests for documentation and records.

B. RCTC may, in its sole and absolute discretion, grant an extension of the Audit Deadline upon written request of the Recipient, which request shall include an explanation for the delay. No extension of the Audit Deadline shall exceed ninety (90) days.

C. Recipient shall promptly resolve all audit matters to the satisfaction of RCTC.

D. If Recipient fails to complete the audit by the Audit Deadline or by the date of any authorized extension, or if Recipient fails to promptly resolve all audit matters to the satisfaction of RCTC, Recipient's funding shall be suspended and RCTC shall have the right to withhold any and all future payments to Recipient.

6. General Provisions.

6.1 Termination of Agreement.

A. RCTC may, by written notice to Recipient, terminate the whole or any part of this Agreement at any time, with or without cause, by giving written notice to Recipient of such termination, and specifying the effective date thereof. Recipient may not terminate this Agreement except for cause. Upon termination, Recipient shall cease expenditure of Measure A funds and promptly return all unexpended Measure A funds to RCTC.

B. In the event this Agreement is terminated in whole or in part as provided in paragraph A of this Section, RCTC may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

C. If this Agreement is terminated as provided in paragraph A of this Section, RCTC may require Recipient to provide to RCTC all finished or unfinished documents, data, studies, drawings, reports, etc., prepared by Recipient in connection with the performance of this Agreement.

6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Riverside County Transportation Commission
4080 Lemon Street, Third Floor
P. O. Box 12008
Riverside, California 92502-2208
Attn: Anne Mayer, Executive Director

United States Veterans Initiative
15105 6th Street
March ARB, CA 92518
Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. mail, first class postage prepaid and addressed to the party at its applicable address.

6.3 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suits.

6.4 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified in writing and signed by both parties.

6.5 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

6.6 Time of Essence. Time is of the essence for each and every provision of this Agreement.

6.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Recipient without the prior written consent of RCTC.

6.8 Administration.

A. RCTC's Executive Director, or his designee, shall administer this contract on behalf of RCTC.

B. Recipient hereby designates Operations Manager (Title), or his or her designee, to act as its representative to administer this contract on behalf of Recipient ("Recipient's Representative"). Recipient's Representative shall have full authority to represent and act on behalf of Recipient for all purposes under this contract.

7. Equal Opportunity Employment. Recipient represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
8. Subcontracting. Recipient shall not subcontract any portion of the work required by this Agreement without prior written approval of RCTC. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.
9. Incorporation of Recitals. The Recitals set forth above are true and correct and are incorporated into this Agreement by reference as though fully set forth herein.
10. Incorporation of Exhibits. This Agreement contains three (3) exhibits, Exhibits A through C, which are attached hereto and incorporated into this Agreement by reference.
11. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
12. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
13. Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall govern over any conflicting provisions in the exhibits.
14. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.
15. Authority to Enter Agreement. Recipient has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.
16. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.
17. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.

[Signatures on following page]


Signature Page
to
Riverside County Transportation Commission
Western Riverside County Measure A Specialized Transit Program
FY 2015/16; FY 2016/17 and FY 2017/18

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the Effective Date.


**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

By: 
Daryl R. Busch, Chair

**UNITED STATES VETERANS
INITIATIVE**

By: 
Name: Eddie Estrada
Title: Executive Director

APPROVED AS TO FORM:

By: 
Best Best & Krieger LLP
Counsel to the Riverside
County Transportation Commission

Panera Bread Company
3630 South Geyer Road
Sunset Hills, MO
donations@panerabread.com

July 1, 2015
ATTN: Eddie Estrada
United States Veterans Initiative
U.S.VETS- Inland Empire
15105 6th Street, March ARB, CA 92518

RE: United States Veterans Initiative (Riverside),
Participant ID: 3197

Dear Mr. Estrada:

Thank you for your Participation in the Panera Bread® Day –End Dough—Nation™ program. At Panera Bread we are proud to share our unsold bakery products with 501 (c) (3) non-profit organizations feeding the ill, needy, elderly, and infants, and distributing the product on a weekly and continuous basis. We appreciate your efforts to help fight food insecurities and enhance the quality of life in your local community.

Panera Bread® provides support to U.S.VETS- Inland Empire with an estimated yearly donation amount of \$150,000.00.

Please Contact donations@panerabread.com with any questions or concerns and include “Tax Letter 2015-[Organization name]” in the subject line.

Warmest Regards,

Panera Bread Company



**VA LOMA LINDA
HEALTHCARE SYSTEM**



A Division of VA Desert Pacific
Healthcare Network

VA Loma Linda Healthcare System
11201 Benton Street
Loma Linda, CA 92357
1-800-741-8387 - (909) 825-7084
www.lom.med.va.gov

January 23, 2014

ATTN: Larry Williams
United States Veterans Initiative
U.S.VETS – Inland Empire
15105 6th Street, March ARB, CA 92518

RE: U.S.VETS Leverage Letter

Dear Mr. Williams:

The VA Loma Linda is pleased to provide this letter for United States Veterans Initiative's (U.S.VETS) renewal application and its mission of helping homeless veterans successfully transition through the provision of housing, counseling, career development, and comprehensive support.

The VA provides support to veterans who participate in U.S.VETS' 50-bed Veterans In Progress (VIP) Program. Estimated monetary value of services to VIP Program participants is at least \$520,000 annually. The figure is based on an average of 50 VIP clients who receive regular services and benefits through the VA Loma Linda.

The VA provides support to veterans who participate in U.S.VETS' 67-household Permanent Supportive Housing Program (PH). Estimated monetary value of services to the Permanent Housing Program participants is at least \$696,800 annually. The figure is based on an average of 67 PH clients who receive regular services and benefits through the VA Loma Linda.

The VA also provides support to veterans who participate in U.S.VETS' 25-bed Chronically Homeless Aspiring for Maintenance Program (CHAMPS). Estimated monetary value of services to CHAMPS participants is at least \$260,000 annually. This figure is based on an average of 25 CHAMPS clients who receive regular services and benefits through the VA Loma Linda.

**Jerry L. Pettis Memorial
VA Medical Center**
11201 Benton Street
Loma Linda, CA 92357
(909) 825-7084

Corona VA Clinic
800 Magnolia Ave. #101
Corona, CA 92879
(951) 817-8820

Palm Desert VA Clinic
41-865 Boardwalk, #103
Palm Desert, CA 92211
(760) 341-5570

Sun City VA Clinic
28125 Bradley Road #130
Sun City, CA 92586
(951) 672-1931

Victorville VA Clinic
Industrial Blvd., #120
Victorville, CA 92392
(760) 951-2599


Upland VA Clinic
1238 E. Arrow Hwy. #100
Upland, CA 91786
(909) 946-5348

Our partnership is currently active and is expected to continue throughout the grant period of these projects until at least 2015. The VA Loma Linda has worked closely with US Veterans Initiative for many years. US Veterans Initiative provides transitional housing, employment rehabilitation, and permanent housing services to homeless Veterans in the Inland Empire. VA has referred over 200 Veterans to US Veterans Initiative during the past year.

US Veterans Initiative regularly participate in community collaborative efforts to end homelessness including coalitions, Summit meetings, and CHALENG surveys.

If you have any questions or require further information, please contact me at (909) 825-7084 x2388 or melissa.conrad@va.gov.

Sincerely,

A handwritten signature in cursive script that reads "Melissa Conrad".

Melissa Conrad, LCSW
Homeless Services Coordinator
Social Work Executive

DEPARTMENT OF VETERANS AFFAIRS
Veterans Health Administration
Washington DC 20420



In Reply Refer To: 10NC1

September 30, 2014

CEO/Executive Director
United States Veterans Initiative
15105 6th Street, March Air Force Base, CA, 92518

RE: SSVF Grant Award Number C15-CA-609A

Dear Sir or Madam:

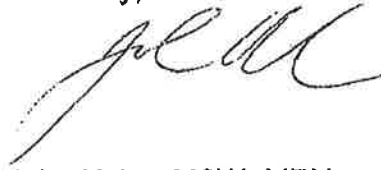
Congratulations! On behalf of the Department of Veterans Affairs, we are pleased to inform you that your organization has been selected to receive a grant under the Supportive Services for Veteran Families (SSVF) Program for the FY 2015 grant term (October 1, 2014 – September 30, 2017).

In the coming weeks, the SSVF Program Office will communicate with grantees via email to provide instruction on next steps for accepting this award. It is important that you review and respond to these emails in a prompt manner. Information will be provided regarding upcoming required trainings, requests for clarification regarding the HHS Payment Management System, confirmation regarding application and budget content, VA SSVF Regional Coordinator contact information, and other helpful tools for preparing to implement SSVF in your community.

Please reference the above-noted award number in the subject line of all correspondence with the SSVF Program Office. A description of all awards is available at www.va.gov/homeless/ssvf.asp. Email and phone traffic is at a high volume at this time and delays may occur with the SSVF Program Office's response time to inquiries. We appreciate your understanding.

Thank you for your efforts to help prevent and eliminate homelessness among our Nation's Veterans. We look forward to working with you. If you have any questions, please contact us at SSVF@va.gov or 1-877-737-0111.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Kuhn', written in a cursive style.

John Kuhn, MSW, MPH
National Director, Supportive Services for Veteran Families
VA National Center on Homelessness Among Veterans

Executive Summary

A) Administrative Information. Provide the following information for the applicant:

1. Applicant's Legal Name (as identified in your Articles of Incorporation):
United States Veterans Initiative
2. Other Names under Which Applicant Does Business:
3. Employer Identification Number (EIN) that Corresponds to the Applicant's IRS Ruling Certifying Tax-Exempt Status under the IRS Code of 1986 (Note: EIN will be used to determine whether applicant is delinquent or in default on any Federal debt, in accordance with 31 U.S.C. 3701, et seq. and 5 U.S.C. 552a at note): 95-4382752
4. DUNS Number: 82-970-4761
5. Business Address:
15105 6th Street, March AFB, CA 92518
6. Mailing Address (if different from above) - include both U.S. mailing address and courier (*i.e.*, no P.O. Box) address:
7. Contact Person Name: Jessica Rohac
8. Contact Person Title: Vice President, Operations & Compliance
9. Mailing Address for Contact Person (if different from above):
800 West Sixth Street, Suite 1505
Los Angeles, CA 90017
10. Telephone for Contact Person (where the person can be reached during business hours): (213) 542-2605
11. Fax for Contact Person: (213) 542-5195
12. E-mail for Contact Person: jrohac@usvetsinc.org
13. Optional: If the applicant would like VA to consider any subcontractors when scoring the applicant, identify for each subcontractor the following information: name, EIN, business address, mailing address, contact person (name, title, mailing address, telephone, fax, e-mail). Identify the percentage of work expected to be subcontracted by applicant to each identified subcontractor.

B) Amount of Supportive Services Grant Funds Requested. \$ 1,500,000.00**C) Number of Unique Participant Households Estimated to be Served. 225****D) Average total supportive services grant amount request per participant household. \$ 6,666.67**

(This amount should equal total grant amount divided by number of participant households served.)



Submitted/Updated by: _____	Date: _____
Approved by: _____	Date: _____
Entered by: _____	Date: _____
Reviewed by: _____	Date: _____

**Riverside County Community Services Directory
AGENCY INFORMATION FORM**

Information on this form should pertain to the agency only.
Please use the Program Information form to add or change program details.

Agency Name: _____

List Aliases/ known abbreviations/ other names: _____

Physical Address: _____

City: _____ State: _____ Zip code: _____

Confidential location: Yes No

Handicap accessible? Yes No

Mailing Address: _____

City: _____ State: _____ Zip code: _____

Main Phone: _____ Alternative Phone: _____

Fax: _____ TDD/TYY: _____

Hotline: _____ Other: _____

Website: _____

E-mail: _____

Legal Status

- | | | | |
|--|--|---------------------------------------|---|
| <input type="checkbox"/> Private, non-profit | <input type="checkbox"/> Public-County | <input type="checkbox"/> Public-State | <input type="checkbox"/> Public-Federal |
| <input type="checkbox"/> Faith Based | <input type="checkbox"/> For Profit | <input type="checkbox"/> Other _____ | |

Tax Classification: _____

Year of Incorporation: _____

Office Days and Hours: _____

Eligibility/ Target Population: _____

Agency Description: _____

Languages spoken other than English: _____

Fees

- No Cost
- Vary
- Low Cost
- Other _____
- Sliding Fee
- Donation

Method of Payment

- Medi-Cal
- Cash
- Credit Cards
- Personal Check

Personnel

Agency Director: _____ Title: _____

Phone: _____ Email: _____

Contact Name: _____ Title: _____

Phone: _____ Email: _____

Any additional Information you would like us to be aware of?

Submitted by: _____

Phone: _____

Date : _____



Volunteer Center of Riverside

Please enclose your brochure and return to
 2-1-1 Riverside County
 P.O Box 5376
 Riverside, CA 92517-5376
 Phone: (800) 464-1123
 or (951) 686-4402 Ext. 751
 Fax: (951) 686-7417

Submitted/Updated by: _____	Date: _____
Approved by: _____	Date: _____
Entered by: _____	Date: _____
Reviewed by: _____	Date: _____



**Riverside County Community Services Directory
PROGRAM INFORMATION FORM**

This form is to submit the program's details, additions or changes.
Please submit a separate form for each program.
Additional copies can be made of this form as needed.

Agency Name: _____

Program Name: _____

List Aliases/ known abbreviations/ other names: _____

Program Physical Address: _____

City: _____ State: _____ Zip code: _____

Confidential location: Yes No

Handicap accessible? Yes No

Mailing Address: _____

City: _____ State: _____ Zip code: _____

Program Phone: _____ Alternative Phone: _____

Fax: _____ TDD/TYY: _____

Hotline: _____ Other: _____

Website: _____

E-mail: _____

Program Days and Hours: _____

Program Description: _____

Eligibility/Target Population: _____

Intake/Application Procedure:

- Phone Appointment required Walk-in Referral needed
- Mail Other _____

Documents Required: _____

Areas Served: (Please indicate specific areas program services)

Regions

- All Riverside County West County Central County Southwest County
- East County Coachella Valley Other

Cities: _____

Zip Codes: _____

Fees:

- No Cost Low Cost Sliding Fee Donation
- Vary Other _____

Method of Payment

- Medi-Cal Cash Credit Cards Personal Check

Languages spoken other than English: _____

Personnel

Program Director: _____ Title: _____

Phone: _____ Email: _____

Contact Name: _____ Title: _____

Phone: _____ Email: _____

Any additional information you would like us to be aware of?

Submitted by: _____

Phone: _____

Date: _____



Please enclose your brochure and return to
 2-1-1 Riverside County
 P.O. Box 5376
 Riverside, CA 92517-5376
 Phone: (800) 464-1123
 or (951) 686-4402 Ext. 160
 Fax: (951) 686-7417

DEPARTMENT OF PUBLIC SOCIAL SERVICES

ADMINISTRATIVE HANDBOOK FOR HUD FUNDED CONTINUUM OF CARE PROGRAM



**ADMINISTRATIVE HANDBOOK
FOR HUD FUNDED
CONTINUUM OF CARE PROGRAM
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ATTACHMENTS

DPSS 3106 (HUD Programs Claim Form)
HUD Continuum of Care Time/Activity Report

INTRODUCTION

This handbook provides project administration guidelines and financial reporting requirements for Subrecipients under contract with Riverside County Department of Public Social Services to operate the Housing and Urban Development grant-funded Continuum of Care (CoC) Program. This program consolidates the Supportive Housing Program, Shelter Plus Care, and Section 8 Moderate Rehab. This handbook does not supersede any law, regulation, or policy issued by the U.S. Government or the Department of Housing and Urban Development with regard to this program.

Assistance to homeless individuals was authorized by the McKinney-Vento Homeless Assistance Act of 1987 as amended by the Housing and Community Development Act of 1992, approved October 28, 1992. The Act established numerous programs to promote the development of housing and supportive services to assist homeless persons in the transition from streets and shelters to permanent housing and to achieve maximum self-sufficiency. The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), enacted into law on May 20, 2009, consolidates three of the separate homeless assistance programs administered by HUD under the McKinney-Vento Homeless Assistance Act into a single grant program known as the Continuum of Care Program (CoC). The HEARTH Act also codifies in law the Continuum of Care planning process, a longstanding part of HUD's application process to assist homeless persons by providing greater coordination in responding to their needs.

DPSS, a HUD Grantee, has partnered with your organization through a contract to bring homeless housing and services to help alleviate all homeless sub-populations within Riverside County.

This handbook is intended to outline the DPSS procedures and also contains direction on where to find the federal codes and regulations for the HUD Continuum of Care Program.

DPSS CONTACTS

HOMELESS PROGRAM UNIT	
Program Specialist II (All grants)	951-358-5694
CONTRACT ADMINISTRATION UNIT	
Contract Analyst	951-358-3081
FISCAL	
Administrative Services Analyst II (all grants)	951-358-6548 or 951-358-7758

A. ACCOUNTING PROCEDURES

The Subrecipient's financial system must comply with:

- 24 CFR 84.21 if you are an institution of higher education, hospital, or other nonprofit organization
- 24 CFR 85.20 if you are a state, local government, or federally recognized Indian tribe
- 2 CFR Part 200

1. CLAIMS

Although federal regulations affecting claiming may change during the course of your grant, the regulations that were in effect at the time your grant was approved will usually apply until your grant expires or is renewed.

2. CLAIM FORMS

Claims should be received by DPSS no later than 30 days after the end of the month in which services were provided using the DPSS 3106 HUD Programs Claim Form (see attached) with the required supporting documentation (see Section 5 *Supporting Documentation*).

Time/Activity reports (see attached) are required for all staff (see Section 5 *Supporting Documentation*).

3. REIMBURSEMENTS

Generally, reimbursement payments are sent to you within thirty (30) days after receipt of your claim.

The most common cause for a delay in reimbursement is lack of clarity in the documentation submitted with the Claim Form. If we need to contact you because your claim is not clear, there will be a delay in your reimbursement. Please contact a fiscal staff member if you have any questions about how to assure clarity in your completion of the Claim Form and supporting documentation.

Once your claim has been reviewed, we will send you back a letter indicating any differences. If you disagree with any disallowance, please request any correction within 30 days from the date of the letter.

4. MATCH

All eligible funding costs, except leasing, must be matched with no less than a **25 percent cash or in-kind contribution**. No match is required for leasing. The match requirements apply to project administration funds, along with the traditional expenses—operations, rental assistance, supportive services, and HMIS. Match must be met for each operating year. Match must be submitted with each monthly claim.

For an in-kind match, the subrecipient may use the value of property, equipment, goods, or services contributed to the project, provided that, if the subrecipient had to pay for such items with grant funds, the costs would have been eligible. If third-party services are to be used as a match, the subrecipient

and the third-party service provider that will deliver the services must enter into a memorandum of understanding (MOU)—before the grant is executed—documenting that the third party will provide such services and value towards the project.

All match must be for eligible activities.

5. SUPPORTING DOCUMENTATION

The general rule for supporting documentation is that for any program cost that is to be reimbursed (or used as match), provide the invoice which documents that a cost was incurred, and a receipt, or a copy of a check, or a check stub to substantiate the amount paid. Supporting documentation must be **legible, clear, and organized**. DPSS must be able to tie your request to the amounts claimed after each line item on the Claim Form. Costs can only be reimbursed if they have been included in the original Technical Submission.

Documentation for like line items should be clipped together and identified with a summary sheet or label identifying the Line Item Number or the Activity as listed on the Claim Form. A spreadsheet itemizing the expenses, or at a minimum, an adding machine tape showing the expenses with a matching amount on the claim form is helpful. The clearer the information is that you provide, the quicker we will be able to process the claim.

The Management Reporting Unit reviews each claim for expenses that are:

- Allowable
- Allocable
- Reasonable

CLAIM DOCUMENTATION REQUIRED BY DPSS

LEASING / RENTAL ASSISTANCE
● Lease agreement (does not need to be submitted with each claim. Must be submitted each time a lease expires or changes.)
● Invoice or documentation of rent amount and due date
● Proof of payment (cancelled check or check stub)
STAFF (Operations, Supportive Services, HMIS and Admin)
● Time Sheet
● Time and Activity Report
● Pay Stub or Payroll Report
EXPENSES (Operations, Supportive Services, HMIS and Admin)
● Invoice or receipt that is dated and has a detailed explanation of charges.
● Proof of payment (cancelled check or check stub)

6. INDIRECT COSTS

DPSS, with HUD's approval, has elected to allow Direct Costs only

7. IDENTIFYING LINE ITEMS

- Acquisition (24 CFR Part 578.43)
- Rehabilitation (24 CFR Part 578.45)
- New Construction (24 CFR Part 578.47)
- Leasing (24 CFR Part 578.49)
- Rental Assistance (24 CFR Part 578.51)
- Supportive Services (24 CFR Part 578.53)
 - Assessment of Service Needs
 - Assistance with moving costs
 - Case management
 - Child care
 - Education Services
 - Employment Assistance
 - Food
 - Housing/Counseling Services
 - Legal Services
 - Life Skills
 - Mental Health Services
 - Outpatient Health Services
 - Outreach Services
 - Substance Abuse Treatment Services
 - Transportation
 - Utility Deposits
- Operating Costs (24 CFR Part 578.55)
 - Maintenance/Repair
 - Property Taxes and Insurance
 - Replacement Reserve
 - Building Security
 - Electricity, Gas, and Water
 - Furniture
 - Equipment (lease, buy)
- HMIS (24 CFR Part 578.57)
 - Equipment
 - Software
 - Services
 - Personnel
 - Space & Operations
- Administration (24 CFR Part 578.59)
 - Administration

B. RECORDKEEPING

See 24 CFR Part 578.103 (available at <http://www.ecfr.gov>)

C. REPORTING

Reporting due dates are determined by a project's operating start date. Each year is funded separately, and funds cannot be automatically rolled over from one year to another. Additionally, funds may only be rolled over within the same multi-year grant contract; funds may not be rolled over from one contract to another. Subrecipients must contact the DPSS Homeless Programs Unit if rollover from one year to another in multiple year grants is required. Please note that different programs have different operating start dates.

D. ASSESSMENT AND MONITORING

Riverside County is on record as the applicant and grantee for the HUD grant funds you receive. As such, the Riverside County DPSS is responsible for ensuring that the funds received by Subrecipients are utilized according to federal law and policy, and that goals established in the Project Application, Technical Submission, and Contract are being met. To ensure that the County and Subrecipients comply with HUD and all applicable policies, DPSS will conduct on-site program, financial, and contract compliance monitoring visits at least annually.

Reviews will be conducted, at least annually, by representatives from the Homeless Programs Unit (lead), the Subrecipient's liaison from the Fiscal Unit, and the Contracts Administration Unit. The purpose of the monitoring visit is to assess how well the Subrecipient is implementing its grant and/or to offer technical assistance.

In preparation for the on-site monitoring visit, the monitoring team will contact the Subrecipient to arrange a mutually convenient date for the visit, explain the purpose of the monitoring visit, and provide an advance copy of the monitoring tool.

The County will follow a monitoring plan and conduct a Monitoring Visit Entrance Meeting and Exit Meeting. During the Entrance meeting, the monitoring team will meet Subrecipient key personnel and provide an overview of the review process. At the Exit meeting, the County will review and comment on areas which might be a finding or a concern during the visit.

DPSS will prepare Monitoring Report for the review not later than thirty (30) days after the visit. The Subrecipient will be given, if appropriate, thirty (30) days to respond to the report, including a corrective action plan for review and approval by DPSS.

E. FUTURE APPLICATIONS AND PROJECT RENEWALS

If your organization wishes to renew its contract with Riverside County DPSS, you will need to apply through the HUD NOFA (Notice of Funding Availability) process during the final year of your active grant.

Your renewal application will be submitted as part of the County's Consolidated Application (unless there have been significant problems with your project). Problems that could prevent a program from being submitted for renewal, or receiving a low ranking score include, but are not limited to, failure to

meet program goals, mismanagement of funds, or failure to serve the population targeted in the Technical Submission.

During the application process, all applications are evaluated and ranked by an established committee. The criteria for ranking projects is established annually based upon needs caused by gaps in the Continuum of Care. Renewal applications are generally ranked high in the evaluation process because failure to renew them would re-create gaps in service that the projects are intended to fill. However, if projects are not performing according to the commitments made in the Technical Submission or the contract with the County of Riverside, there may be justification on the part of the committee to lower the ranking.

CoC PROGRAM REFERENCE GUIDE

1. 24 CFR Part 578
https://www.onecpd.info/resources/documents/CoCProgramInterimRule_FormattedVersion.pdf
2. OMB Circular 2 CFR Part 200 (OFFICE OF MANAGEMENT AND BUDGET GUIDANCE FOR GRANTS AND AGREEMENTS)
<http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>
3. Homelessness Resource Exchange – CoC Program
<http://www.hudhre.info/coc/index.cfm>
4. HUD Exchange
<https://www.hudexchange.info/homelessness-assistance/>
5. Department of Public Social Services – Homeless Program
<http://dpss.co.riverside.ca.us/homeless-programs>

Certification of Tenant Roll

Month of:	Project Name:	Grant #	Tenant Name (last, first)	Address	Unit #	Tenant Move in date	Tenant Move out Date
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

Certification: I certify this is true and correct (signature and date)

*The Certification of Tenant Roll is due, by fax or email on or before the 10th business day following the reporting month.

**ASSURANCE OF COMPLIANCE WITH
THE RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

United States Veterans Initiative
NAME OF ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, 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; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

6/23/16
Date

E. del. Z.
Director's Signature

15105 6th St, March ARB
Address of Vendor/Recipient CA 92518

(08/13/01)