

**SUBMITTAL TO THE BOARD OF COMMISSIONERS  
HOUSING AUTHORITY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 10.1  
(ID # 11054)

**MEETING DATE:**

Tuesday, November 19, 2019

**FROM: HOUSING AUTHORITY:**

**SUBJECT: HOUSING AUTHORITY:** Ratify and Approve the Shelter Plus Care Subrecipient Agreement between the Housing Authority of the County of Riverside and the Riverside County Department of Public Social Services; All Districts, [\$958,253], Riverside County Department of Public Social Services Shelter Plus Care Program 100%; Project is CEQA Exempt

**RECOMMENDED MOTION:** That the Board of Commissioners:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3);
2. Ratify and approve the attached Shelter Plus Care Subrecipient Agreement, (Agreement) including exhibits, between the Riverside County Department of Public Social Services and the Housing Authority of the County of Riverside, for a one-year term: Subrecipient Agreement DPSS-0000740, Shelter Plus Care Permanent Supportive Housing Consolidation All County, in the amount of \$958,253.00;

  
Robert Field, Assistant County Executive Officer/ECD 10/21/2019

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**MINUTES OF THE BOARD OF COMMISSIONERS**

On motion of Supervisor Perez, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: November 19, 2019  
xc: Housing Authority

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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3. Authorize the Chairman of the Board of Commissioners to execute the attached Agreement; and
4. Authorize the Deputy Executive Director, or designee, to take all necessary steps to implement the Agreement, including, but not limited to, signing any subsequent, necessary and relevant documents or amendments, provided any amendments to the Agreement do not increase the grant amount by more than 5% annually, subject to approval by County Counsel.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$958,253,	\$0	\$958,253	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> Riverside County Department of Public Social Services Shelter Plus Care program 100%			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 19/20</b>	

**C.E.O. RECOMMENDATION:** [CEO use]

**BACKGROUND:**

**Summary**

The U.S. Department of Housing and Urban Development (HUD) sponsors the Shelter Plus Care Program (Program). The primary purpose of the Program is to provide rental assistance to homeless persons with disabilities, coupled with supportive services. The Program promotes participants' reintegration into mainstream housing within the community and allows for flexibility in tailoring supportive services to each participant's unique needs. The County of Riverside Board of Supervisors (Board of Supervisors) delegated authority to the Riverside County Department of Public Social Services (DPSS) to accept Shelter Plus Care program funds and enter into subrecipient agreements. DPSS provides coordination and administration of the Program as part of the County's Continuum of Care program. The Housing Authority of the County of Riverside (Authority) applied to DPSS to receive Program funds and was approved as a Program subrecipient.

**Shelter Plus Care Subrecipient Agreement**

The Authority and DPSS had previously entered into four (4) separate Shelter Plus Care Subrecipient agreements (each with a five year term) providing tenant based rental assistance which have since expired. Housing Authority staff recommends the Board approve the new consolidated Shelter Plus Care Subrecipient agreement to implement the Program and assist homeless persons.

The proposed subrecipient Agreement between DPSS, as grantor, and the Authority, as grantee, provides for permanent supportive housing throughout the County of Riverside over a one-year period. The proposed subrecipient Agreement is attached hereto and the Agreement is described below:

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- a. Subrecipient Agreement DPSS-0000740 relates to a Shelter Plus Care Consolidated All County Project with a contract amount of \$958,253. This activity involves provision of rental assistance to 41 individuals residing on the streets, in emergency shelters, or in other places not meant for human habitation. The specific population focus includes individuals suffering from severe mental illness. The term of this agreement is May 1, 2019 through June 30, 2020.

**Staff Recommendations**

Staff recommends that the Authority Board of Commissioners approve the Agreement, which has been approved by County Counsel as to form. Staff further recommends that the Authority Board of Commissioners authorize the Deputy Executive Director, or designee, to take all necessary steps to implement the Agreement, including but not limited to, signing any subsequent, necessary and relevant documents or amendments, subject to approval by County Counsel.

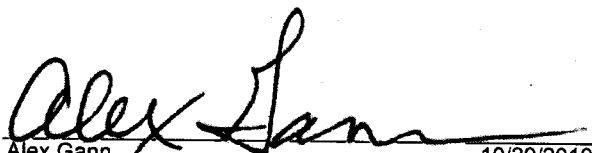
Pursuant to the California Environmental Quality Act (CEQA), the proposed Agreement was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061(b) (3), General Rule or "Common Sense" exemption. It can be seen with certainty that there is no possibility that the execution of the Agreement may have a significant effect on the environment, as the grant of funds awarded in the Agreement will have only financial effects and will not lead to any direct or reasonably indirect physical environmental impacts. A Notice of Exemption will be filed by Housing Authority staff with the County Clerk upon approval of the Agreement.

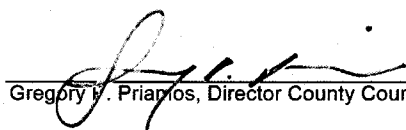
**Impact on Residents and Businesses**

Through the Shelter Plus Care program, the Authority continues to improve the lives of homeless individuals through direct housing assistance and related services. This will have a positive impact on residents and businesses throughout Riverside County.

**ATTACHMENTS:**

- A. Agreement DPSS-0000740, Shelter Plus Care Consolidated All County

  
Alex Gann 10/29/2019

  
Gregory V. Priamos, Director County Counsel 10/23/2019

**County of Riverside Department of Public Social Services  
Contracts Administration Unit  
10281 Kidd Street  
Riverside, CA 92503**

**and**

**Housing Authority of the County of Riverside**

**2018 Subrecipient Agreement for the HUD Continuum of Care Program**

**Permanent Supportive Housing Consolidation**

**Grant Number: CA0664L9D081805**

**DPSS-0000740**



NOV 19 2019

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**Schedule A – Payment Provisions**

**Schedule B – Scope of Services**

**List of Attachments**

**Attachment I – PII Privacy and Security Standards**

**Attachment II – Assurance of Compliance**

**Attachment III – DPSS Administrative Handbook for HUD Continuum of Care Funded Programs**

**Attachment IV – Continuum of Care Program Grant Agreement**

**Attachment V – Application**

This Subrecipient Agreement for the HUD Continuum of Care Program (herein referred to as "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Housing Authority of the County of Riverside (herein referred to as "SUBRECIPIENT"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as "COUNTY").

WHEREAS, the Department of Public Social Services (herein referred to as "DPSS") has been designated by the COUNTY to provide coordination and administration of the COUNTY's Continuum of Care Program; and,

WHEREAS, the COUNTY entered into a Continuum of Care Program (CDFA #14.267) Grant Agreement with the United States Department of Housing and Urban Development (herein referred to as "Grant"), governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. and the Continuum of Care Program (the "Rule");

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

- A. "Application" refers to the approved application and its submissions prepared by SUBRECIPIENT, which is the basis on which HUD approved the Grant.
- B. "APR" refers to the Annual Performance Report.
- C. "Continuum of Care Program" or "CoC Program" refers to the HUD program designed to promote communitywide commitment to the goal of ending homelessness and provide funding for efforts by homeless service providers.
- D. "COUNTY" or "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement. DPSS and COUNTY are used interchangeably in this Agreement.
- E. "Draw Down" refers to the HUD primary grant disbursement system called the Line of Credit Control System (LOCCS).
- F. "HMIS" refers to the Riverside County Homeless Management Information System.
- G. "HUD" refers to the United States Department of Housing and Urban Development.
- H. "Participant(s)" refers to individuals who utilize supportive housing services, including referral services or individuals who are residents or former residents of the housing project.
- I. "Project" refers to housing and/or supportive services for facilitating the movement of homeless individuals through the Continuum of Care into independent permanent housing.
- J. "RFP" refers to a Riverside County Request for Proposal.
- K. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the SUBRECIPIENT with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.

L. "SUBRECIPIENT" refers to the Housing Authority of the County of Riverside including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and Housing Authority of the County of Riverside are used interchangeably in this Agreement.

M. "Technical Submission" refers to the second phase of the application process. Applicants who are conditionally selected for funding, are required to complete a detailed Project plan that contains technical information not described in the original Application.

2. DESCRIPTION OF SERVICES

SUBRECIPIENT shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services, and Attachment I – PII Privacy and Security Standards, Attachment II – Assurance of Compliance, Attachment III – DPSS Administrative Handbook for HUD Continuum of Care Funded Programs, Attachment IV – Continuum of Care Program Grant Agreement, and Attachment V – Application.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective May 1, 2019 ("Effective Date") and shall continue through June 30, 2020, unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter.

4. COMPENSATION

COUNTY shall pay SUBRECIPIENT for services performed, products provided, or expenses incurred in accordance with Schedule A, Payment Provisions. COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this Agreement. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to SUBRECIPIENT, but not used for purposes of this Agreement shall revert to COUNTY within thirty (30) calendar days of the expiration or termination.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

The obligation of COUNTY for payment under this Agreement is contingent upon and limited by the availability of funding from which payment can be made. There shall be no legal liability for payment on the part of COUNTY unless funds are made available for such payment by HUD. In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify SUBRECIPIENT in writing and this Agreement shall be deemed terminated and be of no further force or effect. In the event such funds are reduced, COUNTY shall immediately notify SUBRECIPIENT in writing and it is mutually agreed that COUNTY has the option to immediately terminate this Agreement or to amend this Agreement to reflect the reduction of funds. COUNTY shall make all payments to SUBRECIPIENT that were properly earned prior to the unavailability or reduction of funding.

6. TERMINATION

A. COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on SUBRECIPIENT stating the extent and effective date of termination.

B. COUNTY may, upon five (5) calendar days written notice, terminate this Agreement for SUBRECIPIENT's default, if SUBRECIPIENT refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.



C. After receipt of the notice of termination, SUBRECIPIENT shall:

- (1) Stop all work under this Agreement on the date specified in the notice of termination; and
- (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.

D. After termination, COUNTY shall make payment only for SUBRECIPIENT's performance up to the date of termination in accordance with this Agreement.

E. SUBRECIPIENT's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonest or willful and material breach of this Agreement by SUBRECIPIENT; or in the event of SUBRECIPIENT's unwillingness or inability, for any reason whatsoever, to perform the terms of this Agreement. In such an event SUBRECIPIENT shall not be entitled to any further compensation under this Agreement.

F. SUBRECIPIENT may, upon ninety (90) calendar days written notice, terminate this Agreement for cause if DPSS refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. SUBRECIPIENT shall state in its written notice the extent and effective date of termination.

G. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

7. DEFAULT

A. A default shall consist of any use of Grant funds for a purpose other than as authorized by this Agreement or failure of SUBRECIPIENT to provide the supportive housing for the minimum term in accordance with the requirements of the provisions of the CoC Program Rule, the Application, the Technical Submission, or this Agreement. In the event of an occurrence of default, COUNTY and HUD may take one or more of the following actions:

1. Issue a letter of warning advising SUBRECIPIENT of the default that establishes a date by which corrective actions must be completed and puts SUBRECIPIENT on notice that more serious actions will be taken if the default is not corrected or is repeated;
2. Direct SUBRECIPIENT to submit progress schedules for completing the approved activities;
3. Direct SUBRECIPIENT to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
4. Direct SUBRECIPIENT to reimburse the program accounts for costs inappropriately charged to the program; and/or
5. Make recommendations to HUD to reduce or recapture the Grant.

B. No delay or omission by COUNTY in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any SUBRECIPIENT default.

8. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any term of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.

9. OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL

SUBRECIPIENT agrees that all materials, reports, or products, in any form including electronic, created by SUBRECIPIENT for which SUBRECIPIENT has been compensated pursuant to this Agreement shall be the sole property of COUNTY. The material, reports, or products may be used by the COUNTY for any purpose that COUNTY deems appropriate, including but not limited to, duplication and/or distribution within COUNTY or to third parties. SUBRECIPIENT agrees not to release or circulate, in whole or in part, such materials, reports, or products without prior written authorization of COUNTY.

10. CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST

A. SUBRECIPIENT covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with SUBRECIPIENT's performance under this Agreement. SUBRECIPIENT further covenants that no person or subcontractor having any such interest shall be employed or retained by SUBRECIPIENT under this Agreement. SUBRECIPIENT agrees to inform the COUNTY of all SUBRECIPIENT's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.

B. SUBRECIPIENT shall not, under any circumstances which could be perceived as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom SUBRECIPIENT is doing business or proposing to do business, in fulfilling this Agreement.

11. RECORDS, INSPECTIONS, AND AUDITS

A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting performance through any combination of on-site visits, inspections, evaluations, and SUBRECIPIENT self-monitoring. SUBRECIPIENT shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items.

B. SUBRECIPIENT shall maintain auditable books, records, documents, and other evidence relating to costs and expenses for this Agreement. SUBRECIPIENT shall maintain these records for at least three (3) years after final payment has been made or until pending COUNTY, state, and federal audits are completed, whichever is later.

C. Any authorized COUNTY, state or the federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as

## COUNTY.

- D. If SUBRECIPIENT disagrees with an audit, SUBRECIPIENT may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. SUBRECIPIENT shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. SUBRECIPIENT shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate SUBRECIPIENT's performance at any time, upon reasonable notice to the SUBRECIPIENT.

## 12. CONFIDENTIALITY

- A. SUBRECIPIENT shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. SUBRECIPIENT shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. SUBRECIPIENT shall keep all confidential information received from COUNTY in the strictest confidence. SUBRECIPIENT shall comply with Welfare and Institutions Code Section (WIC) 10850.
- B. SUBRECIPIENT shall take special precautions, including, but not limited to, sufficient training of SUBRECIPIENT's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- C. SUBRECIPIENT shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. SUBRECIPIENT shall not use such information for any purpose other than carrying out SUBRECIPIENT's obligations under this Agreement.
- D. SUBRECIPIENT shall promptly transmit to COUNTY all third-party requests for disclosure of confidential information. SUBRECIPIENT shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

## 13. PERSONALLY IDENTIFIABLE INFORMATION

- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and SUBRECIPIENT may collect PII for such purposes, to the extent such activities are authorized by law.
- B. SUBRECIPIENT may use or disclose PII only to perform functions, activities or services directly related to the administration of programs in accordance with WIC sections 10850 and 14100.2, 42 Code of Federal Regulations (CFR) section 431.300 et.seq, and 45 CFR 205.50 et.seq, or

as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the client, are allowable. Any other use or disclosure of PII requires the express approval in writing by COUNTY. SUBRECIPIENT shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.

- C. SUBRECIPIENT agrees to the PII Privacy and Security Standards attached as Attachment I. When applicable, SUBRECIPIENT shall incorporate the relevant provisions of Attachment I into each subcontract or sub-award to subcontractors.

#### 14. HOLD HARMLESS/INDEMNIFICATION

SUBRECIPIENT agrees to indemnify and hold harmless COUNTY, its departments, agencies, and districts (including their officers, employees and agents) (collectively "COUNTY Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of SUBRECIPIENT (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. SUBRECIPIENT shall, at its sole expense and cost, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend COUNTY Indemnitees in any such claim or action. SUBRECIPIENT shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise SUBRECIPIENT's indemnification obligation. SUBRECIPIENT's obligation hereunder shall be satisfied when SUBRECIPIENT has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe SUBRECIPIENT's obligations to indemnify and hold COUNTY harmless.

#### 15. INSURANCE

- A. Without limiting or diminishing SUBRECIPIENT's obligation to indemnify or hold COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than 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.
- C. SUBRECIPIENT's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such 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 unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, SUBRECIPIENT's carriers shall either; 1) reduce or eliminate such self-insured retention as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. SUBRECIPIENT shall cause SUBRECIPIENT's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original

copies of endorsements effecting coverage as required herein, or 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) calendar days written notice shall be given to the COUNTY 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 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. SUBRECIPIENT 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.

- E. It is understood and agreed to by the parties hereto that SUBRECIPIENT's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
  - F. 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 coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT has become inadequate.
  - G. SUBRECIPIENT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
  - H. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to COUNTY.
  - I. SUBRECIPIENT agrees to notify 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.
16. **WORKER'S COMPENSATION**  
If SUBRECIPIENT has employees as defined by the State of California, SUBRECIPIENT shall maintain statutory Worker's 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. The 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.
17. **VEHICLE LIABILITY**  
If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then SUBRECIPIENT 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 COUNTY as Additional Insured.

18. **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, and cross liability coverage, covering claims which may arise from or out of SUBRECIPIENT's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. 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.

19. **PROFESSIONAL LIABILITY**

If, at any time during the duration of this Agreement and any renewal or extension thereof, the SUBRECIPIENT, 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 SUBRECIPIENT 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 SUBRECIPIENT's Professional Liability Insurance is written on a claim 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 SUBRECIPIENT 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 a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that SUBRECIPIENT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

20. **INDEPENDENT CONTRACTOR**

It is agreed that SUBRECIPIENT is an independent contractor and that no relationship of employer-employee exists between the parties. SUBRECIPIENT and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. COUNTY shall not be required to make any deductions for SUBRECIPIENT employees from the compensation payable to SUBRECIPIENT under this Agreement. SUBRECIPIENT agrees to hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement. SUBRECIPIENT agrees to indemnify and defend, at its sole expense and cost, including but not limited, to attorney fees, cost of investigation, defense and settlements, or awards, COUNTY, its officers, agents, and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.

21. **INTENTIONALLY LEFT BLANK**

## 22. LICENSES AND PERMITS

If applicable, SUBRECIPIENT shall be licensed and have all permits as required by Federal, State, County, or other regulatory authorities at the time the proposal is submitted to COUNTY and throughout the term of this Agreement. SUBRECIPIENT warrants that it has all necessary permits, approvals, certificates, waivers, and exceptions necessary for performance of this Agreement.

## 23. NO DEBARMENT OR SUSPENSION

SUBRECIPIENT certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it 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; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated herein; and has not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

## 24. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

SUBRECIPIENT shall comply with all applicable federal, state, and local laws as well as all rules, regulations, requirements, and directives of applicable federal or state agencies and funding sources which impose duties and regulations upon COUNTY as though made with SUBRECIPIENT directly. In the event there is a conflict between the various laws or regulations that may apply, SUBRECIPIENT shall comply with the more restrictive law or regulation.

## 25. CLEAN AIR/WATER ACTS

As required in all contracts with an estimated total value in excess of \$100,000, SUBRECIPIENT 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 SUBRECIPIENT not to use facilities on the EPA list of violating facilities and to report violations to the EPA.

## 26. LEAD BASED PAINT

SUBRECIPIENT shall comply with the requirements, if 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).

## 27. ENVIRONMENTAL REQUIREMENTS

If applicable, SUBRECIPIENT shall supply all available, relevant information necessary for COUNTY to perform for each property any environmental review as required under 24 CFR Part 50. SUBRECIPIENT shall also carry out mitigating measures required by COUNTY or select an alternate eligible property.

SUBRECIPIENT, or any subcontractor of SUBRECIPIENT, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a Project, or commit or expend HUD or local funds for eligible activities under this Agreement, until HUD has performed an environmental review under 24 CFR Part 50 and SUBRECIPIENT has received HUD approval of the property.

For all funded Applications, COUNTY will inform SUBRECIPIENT of any required additional environmental review.

**28. SHELTER AND HOUSING STANDARDS**

Emergency shelters must meet the minimum safety, sanitation, and privacy standards set forth in 24 CFR 576.403 (b), including but not limited to, accessibility standards in accordance with Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35; where applicable.

**29. EMPLOYMENT PRACTICES**

- A. SUBRECIPIENT shall comply with all federal and state statutes and regulations in the hiring of its employees.
- B. SUBRECIPIENT 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, if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- C. In the provision of benefits, SUBRECIPIENT shall certify and comply with Public Contract Code 10295.3 and 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.
- D. By signing this Agreement or accepting funds under this Agreement, SUBRECIPIENT shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).
- E. SUBRECIPIENT shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirement for child support enforcement shall constitute a material breach of this Agreement.

**30. PERSONNEL**

- A. Upon request by COUNTY, SUBRECIPIENT agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult Participants. The list shall include:
  - i. All staff who work full or part-time positions by title, including volunteer positions;
  - ii. A brief description of the functions of each position and hours each position worked; and
  - iii. The professional degree, if applicable and experience required for each position.



B. COUNTY has the sole discretion to approve or not approve any person on the SUBRECIPIENT's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult Participants. COUNTY shall notify SUBRECIPIENT in writing of any person not approved, but to protect Participant confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, SUBRECIPIENT shall immediately remove that person from providing services under this Agreement.

C. Background Checks

SUBRECIPIENT shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Participants, SUBRECIPIENT shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.

31. LOBBYING

- A. SUBRECIPIENT shall ensure no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with such federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. SUBRECIPIENT shall require that the language of this certification be included in the award document for sub-awards at all tiers, including Subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

32. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

## 33. SUBCONTRACTS

A. SUBRECIPIENT shall not enter into any Subcontract with any subcontractor who:

- i. Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
- ii. Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud; 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; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- iii. Is presently indicted 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; or
- iv. Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBRECIPIENT shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.

C. SUBRECIPIENT shall insert clauses in all Subcontracts to bind its subcontractors to the terms and conditions of this Agreement.

D. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of SUBRECIPIENT and COUNTY.

## 34. SUPPLANTATION

SUBRECIPIENT shall not supplant any federal, state or COUNTY funds intended for the purpose of this Agreement with any funds made available under any other agreement. SUBRECIPIENT shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue. SUBRECIPIENT agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or COUNTY funds under any COUNTY programs without prior approval of COUNTY.

## 35. ASSIGNMENT

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY. Any attempt to assign or transfer any interest without written consent of COUNTY shall be deemed void and of no force or effect.

## 36. FORCE MAJEURE

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

## 37. GOVERNING LAW

This Agreement shall be governed by 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 Superior Court for the State of California or the U.S. District Court located in Riverside, California.

**38. DISPUTES**

- A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. SUBRECIPIENT shall proceed diligently with the performance of this Agreement pending resolution of a dispute.
- B. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**39. ADMINISTRATIVE/CONTRACT LIAISON**

Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.

**40. CIVIL RIGHTS COMPLIANCE**

**A. Assurance of Compliance**

SUBRECIPIENT shall complete the "Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs," attached as Attachment II. SUBRECIPIENT will sign and date Attachment II and return it to COUNTY along with the executed Agreement. SUBRECIPIENT 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.

**B. Participant Complaints**

SUBRECIPIENT shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from COUNTY of a complaint with respect to any alleged discrimination in the provision of services by SUBRECIPIENT's personnel. SUBRECIPIENT must distribute to social service Participants that apply for and receive services, "Your Rights under California Welfare Programs" brochure (Publication 13). For copies of this brochure, visit the following website at:

<http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Programs>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator  
Riverside County Department of Public Social Services  
7894 Mission Grove Parkway, Suite 100  
Riverside, CA 92508

(951) 358-6841

**C. Services, Benefits and Facilities**

SUBRECIPIENT 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:

- 1) Denying a Participant any service or benefit or availability of a facility.
- 2) 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.
- 3) 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.

**D. Cultural Competency**

SUBRECIPIENT shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between Participants 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 Participants in both languages.

**41. NOTICES**

All notices, claims, correspondence, or statements authorized or required by this Agreement shall be deemed effective three (3) business days after they are made in writing and deposited in the United States mail addressed as follows:

DPSS for Agreement Issues:  
 Department of Public Social Services  
 Contracts Administration Unit  
 P.O. Box 7789  
 Riverside, CA 92513

DPSS for Program Issues  
 Department of Public Social Services – Adult Services Division  
 CoC-CORE (Coordination, Oversight, Reporting and Evaluation) Region  
 1111 Spruce Street  
 Riverside, CA 92507

Invoices and other financial documents:  
 Department of Public Social Services  
 Fiscal/Management Reporting Unit  
 4060 County Circle Drive  
 Riverside, CA 92503

SUBRECIPIENT:  
 Housing Authority of the County of Riverside  
 5555 Arlington Ave.  
 Riverside, CA 92504

42. SIGNED IN COUNTERPARTS



This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

43. MODIFICATION OF TERMS

This Agreement may be modified only by a written amendment signed by authorized representatives of both parties.


44. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

Authorized Signature for SUBRECIPIENT  	Authorized Signature for COUNTY  
Printed Name of Person Signing: <del>Kevin Jeffries</del> V. MANUEL PEREZ	Printed Name of Person Signing: Scott Haddon
Title: Chairman, Board of Commissioners	Title: Sr. Procurement Contracts Specialist
Date Signed: 11/19/19	Date Signed: 10/03/2019

ATTEST:

KECIA R. HARPER, Clerk

By  DEPUTY

FORM APPROVED COUNTY COUNSEL

BY:

  
DANIELLE D. MALAND

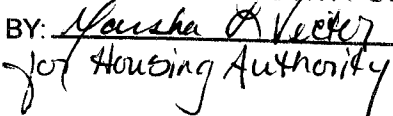
DATE

9/30/19

for DPSS

FORM APPROVED COUNTY COUNSEL

BY:

  
for Housing Authority

10/23/19  
DATE