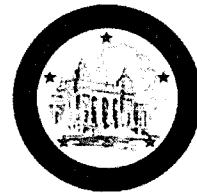


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.28  
(ID # 11017)**

**MEETING DATE:**

Tuesday, December 17, 2019

**FROM: PUBLIC SOCIAL SERVICES:**

**SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS):** Approve the Subrecipient Agreement for the 2018 Homeless Emergency Aid Program (HEAP), DPSS-0001515, with Social Work Action Group (SWAG) for Healing Homes Operation Costs and Supportive Services to Homeless Individuals. [Districts: 1, 3, and 5]; [Total Cost \$454,160 - 100% State]

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

1. Approve and Execute the Subrecipient Agreement for the 2018 Homeless Emergency Aid Program (HEAP), DPSS-0001515, with Social Work Action Group (SWAG) for Healing Homes Operation Costs and Supportive Services to Homeless Individuals, effective upon execution through October 31, 2021, in an amount not to exceed \$454,160; and,
2. Authorize the Director of the Department of Public Social Services, or her Designee, based on the availability of funding and as approved by County Counsel to sign amendments that make modifications to the scope of services that stay within the intent of the agreement, and sign amendments to the compensation provisions that increase or decrease the not to exceed amount, provided such change does not cause the sum total of all subrecipient agreements for the 2018 HEAP to exceed the total HEAP grant amount allocated to the County by the State.

  
Sarah S Mack, Asst. County Executive Officer 1/26/2019


---

**MINUTES OF THE BOARD OF SUPERVISORS**

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:** December 17, 2019  
**xc:** DPSS

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

<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>	\$ 227,080	\$ 227,080	\$ 454,160	\$0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$0
<b>SOURCE OF FUNDS:</b> 100% State			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	19/20 - 20/21

**C.E.O. RECOMMENDATION:** Approve

**Prev. Agn. Ref: 05/21/2019, Item 3.40; Ref: 11/19/2019, Item 3.33**

**BACKGROUND:**

**Summary**

The State has established the Homeless Emergency Aid Program ("HEAP" or "the Program" or "the Grant") pursuant to Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018). The Program is administered by the California Homeless Coordinating and Financing Council ("Council") in the Business, Consumer Services and Housing Agency ("BCSH"). The general purpose of the Program is to provide one-time block grant funding to address the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness in the jurisdictions of each Continuum of Care that declared and have in effect a shelter crisis. Pursuant to Government Code section 8698.2, the Riverside County Board of Supervisors adopted Resolution No. 2018-179, which declares a homeless shelter crisis in the unincorporated areas of the County of Riverside, on August 28, 2018, (Item 3.78).

The Continuum of Care for Riverside County (CoC) is a network of private and public sector homeless service providers, which is designed to promote communitywide planning and the strategic use of resources to address homelessness. The CoC provides homeless assistance programs and other federal programs, leveraging funding needed through the United States Office of Housing and Urban Development (HUD) Consolidated Application, and other sources. The County of Riverside Department of Public Social Services (DPSS) has been designated by the Riverside County CoC as the Administrative Entity to administer allocation of HEAP program funds.

On September 5, 2018, the Council announced the Notice of Funding Availability (NOFA) for Program funding to local CoC Service Areas, including Riverside County. Eligible uses of HEAP grant funds include, but are not limited to: services, rental assistance or subsidies, capital improvements and homeless youth activities. Up to five percent of HEAP funds may be used for administrative costs related to the execution of eligible activities. On December 27, 2018, DPSS submitted an application for HEAP funds to the BCSH through a collaborative effort with the CoC. The total HEAP allocation to the County of Riverside is \$9,791,805; no

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

County matching funds are required, and the expenditure deadline is June 30, 2021. On March 4, 2019, DPSS executed the Standard Agreement (Grant Agreement) with the BCSH.

On November 19, 2019, (Item 3.33) the Board approved the Affordable Housing Loan Agreement between the County of Riverside and Social Work Action Group (SWAG), a nonprofit public benefit corporation, providing for a loan to purchase three (3) affordable housing properties in the cities of Lake Elsinore, Wildomar and Perris, including the unincorporated area of District 1. The homes will accommodate up to eighteen permanent supportive housing beds for unsheltered homeless individuals referred by the County.

DPSS is seeking approval of the operational and service agreement which reflects the cost needed for SWAG to operate and support the homes until the end of the grant period on October 31, 2021. The total cost of the agreement is \$454,160, for expenses which include facility maintenance, property management duties and dedicated staff.

**Impact on Residents and Businesses**

Through the CoC, the County of Riverside and its subrecipients continue improving the lives of homeless men, women and children through the direct housing and services programs funded in the 2018 HEAP grant. Program participants served will be those identified as chronically homeless, which include but are not limited to homeless youth, veterans, and seniors in areas of Supervisorial Districts 1, 3, and 5.

**Contract History and Price Reasonableness**


On November 16, 2018, DPSS' Homeless Program Unit released a Request for Proposal (RFP), #DPARC 564A for the HEAP Program. The RFP was posted on the County of Riverside DPSS website and the Public Purchase website. An e-mail containing a Notification to Bid and a link to apply for the RFP was sent to all CoC and Community Partners. The bid closed on 12/21/2018 and a total of forty-two applications were received. These applications received a threshold review and thirty-six applications moved forward to the Independent Review Panel for scoring.

An Independent Review Panel made up of sixteen evaluators reviewed the thirty-six applications. The submittals were ranked in priority order and the Panel made funding recommendations to the CoC Board of Governance. The BOG approved the panel's recommendations at meetings held on February 7, 2019, March 4, 2019 and recently on August 29, 2019 to authorize an amendment to the project from a single site to three scattered site properties.

**ATTACHMENTS:**

**Attachment A: SUBRECIPIENT AGREEMENT FOR THE 2018 HOMELESS EMERGENCY AID PROGRAM (HEAP), DPSS-0001515, WITH SOCIAL WORK ACTION GROUP (SWAG)**

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

  
\_\_\_\_\_  
Gregory V. Priamos, Director County Counsel 12/5/2019

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

**and**

**Social Work Action Group (SWAG)**

**Subrecipient Agreement for the 2018 Homeless Emergency Aid Program (HEAP)**

**SWAG for Healing Homes Operation Costs and Supportive Services to Homeless Individuals**

**DPSS-0001515**



TABLE OF CONTENTS

1. DEFINITIONS .....3

2. DESCRIPTION OF SERVICES .....4

3. PERIOD OF PERFORMANCE .....5

4. COMPENSATION .....5

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS .....5

6. TERMINATION FOR CONVENIENCE .....5

7. TERMINATION FOR CAUSE .....6

8. REQUEST FOR WAIVER AND WAIVER OF BREACH .....7

9. OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL .....7

10. CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST .....7

11. RECORDS, INSPECTIONS, AND AUDITS .....8

12. CONFIDENTIALITY .....8

13. HOLD HARMLESS/INDEMNIFICATION .....9

14. INSURANCE .....10

15. WORKERS' COMPENSATION .....11

16. VEHICLE LIABILITY .....11

17. COMMERCIAL GENERAL LIABILITY .....11

18. PROFESSIONAL LIABILITY .....11

19. INDEPENDENT CONTRACTOR .....12

20. USE BY OTHER POLITICAL ENTITIES .....12

21. NO DEBARMENT OR SUSPENSION .....12

22. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES .....12

23. INSPECTIONS .....13

24. CORE COMPONENTS OF HOUSING FIRST .....13

25. SERVICE AREAS .....13

26. EMPLOYMENT PRACTICES .....13

27. CHILD SUPPORT COMPLIANCE ACT .....14

28. DRUG FREE WORKPLACE CERTIFICATION .....15

29. PERSONNEL .....15

30. SUBCONTRACTS .....16

31. SUPPLANTATION .....16

32. ASSIGNMENT .....17

33. FORCE MAJEURE .....17

34. GOVERNING LAW .....17

35. DISPUTES .....17

36. ADMINISTRATIVE/CONTRACT LIAISON .....17

37. CIVIL RIGHTS COMPLIANCE .....17

38. NOTICES .....19

39. SIGNED IN COUNTERPARTS .....19

40. MODIFICATION OF TERMS .....19

41. ENTIRE AGREEMENT .....20

List of Schedules

Schedule A – Payment Provisions

Schedule B – Scope of Services

List of Attachments

Attachment I – Assurance of Compliance

Attachment II – DPSS 2076A and 2076B

Attachment III – Supporting Documentation

Attachment IV – HEAP Time/Activity Report

Attachment V – HUD-52580

This Subrecipient Agreement for the Homeless Emergency Aid Program (herein referred to as "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between Social Work Action Group, a California nonprofit corporation, (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, pursuant to Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), the State of California has established the Homeless Emergency Aid Program (HEAP), administered by the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (BCSH); and,

WHEREAS, HEAP provides one-time flexible block grant funds to Administrative Entities of Continuum of Care to address their immediate homelessness challenges; and,

WHEREAS, the COUNTY has been designated as the Administrative Entity to provide coordination and administration of the Continuum of Care for Riverside County (CoC); and,

WHEREAS, on March 4, 2019, the COUNTY entered into Standard Agreement Number 18-HEAP-00052 with the State of California to receive nine million seven hundred ninety-one thousand eight hundred five dollars and six cents (\$9,791,805.06) of HEAP funds; and,

WHEREAS, the COUNTY desires to contract with SUBRECIPIENT for eligible uses of HEAP funds that are consistent with Chapter 5 (commencing with section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), which include, but are not limited to, one or more of the following: services, rental assistance or subsidies, and homeless youth activities;

NOW THEREFORE, the parties agree as follows:

1. **DEFINITIONS**

- A. "Administrative Entity" means a unit of general purpose local government (city, county or a city that is also a county) or nonprofit organization that has previously administered federal Department of Housing and Urban Development Continuum of Care funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations that has been designated by the Continuum of Care to administer program funds.
- B. "BCSH" means to the State of California Business, Consumer Services and Housing Agency.
- C. "CES" means the Riverside County Coordinated Entry System that serves to prioritize Homeless individuals according to longest length of homelessness and greatest service needs.
- D. "CoC" means the Continuum of Care for Riverside County.
- E. "COUNTY" or "DPSS" means 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.
- F. "Expended" means all HEAP funds Obligated under this Agreement or Subcontract have been fully paid and receipted, and no invoices remain outstanding.

- G. "HEAP" or "Program" means the Homeless Emergency Aid Program established pursuant to Chapter 5 of Part 1 of Division 31 of the Health and Safety Code. HEAP and Program are used interchangeably in this Agreement.
- H. "HMIS" means the Riverside County Homeless Management Information System.
- I. "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on May 1, 2018.
- J. "Homeless Youth" means an unaccompanied Homeless individual who is not older than 24. Homeless individuals not older than 24 who are parents are included in this definition.
- K. "Instance(s) of Service" means each encounter with a member of the Target Population where services are provided for each of the eligible grant activities. For example, one individual checks into a warming center operated by provider X on Tuesday. The same individual checks into the same warming center the next night. This counts as two (2) instances of service for this activity.
- L. "Obligate" means that the SUBRECIPIENT has placed orders, awarded contracts, received services, or entered into similar transactions that require payment from the HEAP funds allocated to SUBRECIPIENT pursuant to this Agreement.
- M. "Rental Assistance or Subsidies" means housing vouchers, rapid-rehousing programs, and eviction prevention strategies.
- N. "RFP" means a Riverside County Request for Proposal.
- O. "Shelter Crisis" means a situation in which a significant number of persons are without the ability to obtain shelter, resulting in a threat to their health and safety.
- P. "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.
- Q. "SUBRECIPIENT" means Social Work Action Group including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and Social Work Action Group are used interchangeably in this Agreement.
- R. "Target Population" means any person who is Homeless as defined in this Agreement.

## 2. DESCRIPTION OF SERVICES

- A. 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. Schedules A and B are attached hereto and incorporated herein by this reference.
- B. SUBRECIPIENT represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. SUBRECIPIENT shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.



- C. SUBRECIPIENT affirms that it is fully apprised of all of the work to be performed under this Agreement and SUBRECIPIENT agrees it can properly perform this work at the prices stated in Schedule A. SUBRECIPIENT is not to perform services or provide products outside of this Agreement.
- D. Acceptance by COUNTY of the SUBRECIPIENT's performance under this Agreement does not operate as a release of SUBRECIPIENT's responsibility for full compliance with the terms of this Agreement.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective upon signature of this Agreement by both parties ("Effective Date") and continues in effect through October 31, 2021, unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. COUNTY and SUBRECIPIENT agree that all services provided to the Target Population shall be provided through June 30, 2021.

4. COMPENSATION

COUNTY shall pay SUBRECIPIENT for services performed, products provided, and expenses incurred in accordance with the terms of 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. One hundred percent (100%) of HEAP funds allocated to SUBRECIPIENT, pursuant to this Agreement, shall be Expended by June 30, 2021. Any HEAP funds paid to SUBRECIPIENT, but not Expended pursuant to this Agreement by June 30, 2021 shall be returned to COUNTY within five (5) business days to be returned to BCSH and revert to the General Fund. In the event this Agreement is terminated prior to June 30, 2021, any funds paid to SUBRECIPIENT, but not Expended prior to the date of termination, shall be returned to COUNTY within five (5) business days of the notice of termination.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

The obligation of COUNTY for payment of this Agreement is contingent upon and limited by the availability of funding from which payment can be made. This Agreement is valid and enforceable only if sufficient funds are made available to COUNTY by BCSH. There shall be no legal liability for payment on the part of COUNTY unless funds are made available for such payment by BCSH. 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 having no further force or effect. In the event funding is 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 FOR CONVENIENCE

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

B. 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.

- C. After termination, COUNTY shall make payment only for SUBRECIPIENT's performance up to the date of termination in accordance with this Agreement.
- D. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

7. TERMINATION FOR CAUSE

A. COUNTY may, at any time, upon five (5) days written notice, terminate this Agreement for cause, 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. Cause shall include, but is not limited to:

- (1) SUBRECIPIENT's failure to comply with the terms or conditions of this Agreement;
- (2) use of, or permitting the use of HEAP funds provided under this Agreement for any ineligible activities;
- (3) any failure to comply with the deadlines set forth in this Agreement;
- (4) violation of any federal or state laws or regulations; or
- (5) withdrawal of BCSH's expenditure authority.

B. In addition to the other remedies that may be available to COUNTY in law or equity for breach of this Agreement, COUNTY may:

- (1) Bar the SUBRECIPIENT from applying for future HEAP funds;
- (2) Revoke any other existing HEAP award(s) to the SUBRECIPIENT;
- (3) Require the return of any unexpended HEAP funds disbursed under this Agreement;
- (4) Require repayment of HEAP funds disbursed and Expended under this Agreement;
- (5) Require the immediate return to COUNTY of all funds derived from the use of HEAP funds including, but not limited to recaptured funds and returned funds;
- (6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HEAP requirements; and,
- (7) Seek such other remedies as may be available under this Agreement or any law.

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. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

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

8. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this Agreement must be in writing and signed by the authorized representatives of the parties. Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing 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 by COUNTY 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 circumstances which could be interpreted 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.

C. SUBRECIPIENT or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

D. SUBRECIPIENT and its employees shall comply with all applicable provisions of federal and state laws pertaining to conflict of interests, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq., Government Code section 1090, and Public Contract Code sections 10410 and 10411.

**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 SUBRECIPIENT 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. 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.
- B. SUBRECIPIENT agrees that COUNTY, BCSH, or their designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. SUBRECIPIENT agrees to provide COUNTY, BCSH, or their designees, with any relevant information requested. SUBRECIPIENT agrees to permit COUNTY, BCSH, or their designees, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under SB 850, HEAP program guidance document published on the website, and this Agreement. SUBRECIPIENT further agrees to retain all records described in this paragraph for a minimum of five (5) years after the termination of this Agreement. If any litigation, claim negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.
- C. COUNTY reserves the right to perform or cause to be performed a financial audit. At COUNTY's request, the SUBRECIPIENT shall provide, at SUBRECIPIENT's own expense, a financial audit prepared by a certified public accountant. HEAP administrative funds may be used to fund this expense.
- (1) If a financial audit is required by COUNTY, the audit shall be performed by an independent certified public accountant.
  - (2) The SUBRECIPIENT shall notify COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by COUNTY to the independent auditor's working papers.
  - (3) The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.
  - (4) If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to COUNTY for each finding within ninety (90) days from the date of the audit finding report.

**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; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject

to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

- B. SUBRECIPIENT shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement. 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. SUBRECIPIENT shall comply with Welfare and Institutions Code Section (WIC) 10850.
- C. 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.
- 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. **HOLD HARMLESS/INDEMNIFICATION**

- A. SUBRECIPIENT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of SUBRECIPIENT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. SUBRECIPIENT shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.
- B. With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their own 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 action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUBRECIPIENT indemnification to Indemnitees as set forth herein.
- C. SUBRECIPIENT's obligation hereunder shall be satisfied when SUBRECIPIENT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- D. The specified insurance limits required in this Agreement shall in no way limit or circumscribe SUBRECIPIENT's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

## 14. 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 must declare its insurance self-insured retentions for each coverage required herein. If any such self-insured retentions exceed \$500,000 per occurrence each 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, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) 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 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, 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.

15. **WORKERS' COMPENSATION**

If SUBRECIPIENT has employees as defined by the State of California, SUBRECIPIENT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

16. **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.

17. **COMMERCIAL GENERAL LIABILITY**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified 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.

18. **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 maintain Professional Liability Insurance providing coverage for the SUBRECIPIENT's 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 claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and SUBRECIPIENT shall purchase at its 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 as long as the law allows.

19. **INDEPENDENT CONTRACTOR**

The SUBRECIPIENT is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the SUBRECIPIENT (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to, overtime, any retirement benefits, workers' compensation benefits, health benefits, and injury leave or other leave benefits. COUNTY shall not be required to make any deductions for SUBRECIPIENT's employees from the compensation payable to SUBRECIPIENT under this Agreement. There shall be no employer-employee relationship between the parties and SUBRECIPIENT shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that SUBRECIPIENT in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

20. **USE BY OTHER POLITICAL ENTITIES**

The SUBRECIPIENT agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the SUBRECIPIENT; COUNTY shall in no way be responsible to SUBRECIPIENT for other entities' purchases.

21. **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.

22. **COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES**

SUBRECIPIENT agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HEAP program, the COUNTY, its subcontractors, and all eligible activities. SUBRECIPIENT will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the SUBRECIPIENT shall comply with the more restrictive law or regulation.

SUBRECIPIENT shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform



design, construction, or operation and maintenance of the activities. SUBRECIPIENT shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. SUBRECIPIENT shall provide copies of permits and approvals to the COUNTY and BCSH upon request.

**23. INSPECTIONS**

- A. The COUNTY shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and the COUNTY's agreement with BCSH.
- B. BCSH shall have the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and the COUNTY's agreement with BCSH.
- C. SUBRECIPIENT shall correct all work that is determined based on such inspections not to conform to the applicable requirements and COUNTY shall withhold payments to the SUBRECIPIENT until it is corrected.

**24. CORE COMPONENTS OF HOUSING FIRST**

SUBRECIPIENT shall ensure that any housing-related activities funded with HEAP funds, including, but not limited to, emergency shelter, rapid re-housing, Rental Assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institutions Code Section 8255(b).

**25. SERVICE AREAS**

The County of Riverside and the following cities have declared and have in effect a Shelter Crisis in accordance with Government Code Section 8698.2 and are eligible to receive HEAP funds. SUBRECIPIENT shall only provide services in the unincorporated areas of District 1 of the County of Riverside; in the following unincorporated areas of District 3 of the County of Riverside: Homeland, Green Acres, Winchester, French Valley, Murrieta Hot Springs, and Temecula Wine Country; and in the following incorporated cities:

City of Lake Elsinore	City of Perris	City of Wildomar
-----------------------	----------------	------------------

The following incorporated cities have not declared a Shelter Crisis and are not eligible to directly receive HEAP funds. SUBRECIPIENT shall not provide services in the following incorporated cities:

City of Banning	City of Beaumont	City of Calimesa
City of Canyon Lake	City of Corona	City of Eastvale
City of Menifee	City of Moreno Valley	City of Murrieta
City of Norco	City of San Jacinto	City of Temecula

**26. EMPLOYMENT PRACTICES**

- A. SUBRECIPIENT and its subcontractors shall comply with all federal and state statutes and regulations in the hiring of its employees.

- B. During the performance of this Agreement, SUBRECIPIENT and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. SUBRECIPIENT and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. SUBRECIPIENT or its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. SUBRECIPIENT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- C. In the provision of benefits, SUBRECIPIENT and its subcontractors 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 and its subcontractors 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).

27. CHILD SUPPORT COMPLIANCE ACT

- A. The SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The SUBRECIPIENT, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department (EDD).
- C. In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The SUBRECIPIENT agrees to furnish the required data and certifications to the COUNTY within ten (10) days when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the SUBRECIPIENT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of this Agreement. If SUBRECIPIENT has any questions

concerning this reporting requirement, please call (916) 657-0529. SUBRECIPIENT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

## 28. DRUG FREE WORKPLACE CERTIFICATION

By signing this Agreement, SUBRECIPIENT, and its subcontractors, hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- (1) Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355 (a)(1).
- (2) Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. SUBRECIPIENT's policy of maintaining a drug-free workplace;
  - c. Any available counseling, rehabilitation, and employee assistance programs; and,
  - d. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- (3) Provide as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:
  - a. Will receive a copy of SUBRECIPIENT'S drug-free policy statement; and,
  - b. Will agree to abide by terms of SUBRECIPIENT'S condition of employment or Subcontract.

## 29. 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 clients. The list shall include:
  - (1) All staff who work full or part-time positions by title, including volunteer positions;
  - (2) A brief description of the functions of each position and hours each position worked; and
  - (3) 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 clients. COUNTY shall notify SUBRECIPIENT in writing of any person not approved, but to protect client 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

clients, 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.

### 30. SUBCONTRACTS

- A. No contract shall be made by the SUBRECIPIENT with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the SUBRECIPIENT and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.
- B. SUBRECIPIENT shall not enter into any Subcontract with any subcontractor who:
- (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
  - (2) 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;
  - (3) 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; and
  - (4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
- C. SUBRECIPIENT shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
- D. SUBRECIPIENT shall insert clauses in all Subcontracts to bind its subcontractors to the terms and conditions of this Agreement.
- E. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of SUBRECIPIENT and COUNTY.
- F. In the event that SUBRECIPIENT enters into Subcontracts with subcontractors, as provided herein, SUBRECIPIENT must contractually Obligate no less than fifty percent (50%) of the HEAP funds hereunder that will be allocated to subcontractors by January 1, 2020.

### 31. 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.

32. **ASSIGNMENT**

SUBRECIPIENT shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY and a formal amendment to this Agreement to affect such delegation or assignment. Any attempt to delegate or assign any interest herein without the prior written consent of COUNTY shall be deemed void and of no force or effect.

33. **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.

34. **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 of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

35. **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.

36. **ADMINISTRATIVE/CONTRACT LIAISON**

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

37. **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 I. SUBRECIPIENT shall sign and date Attachment I 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. Client 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 clients 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 clients and staff. Any individual with limited

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

38. NOTICES

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted three (3) business days after their deposit in the United States mail, postage prepaid:

DPSS:

For Agreement Issues:

Department of Public Social Services  
Contracts Administration Unit  
P.O. Box 7789  
Riverside, CA 92513

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:

Social Work Action Group  
Executive Director  
28497 HWY 74 B-113  
Lake Elsinore, CA 92532

39. 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.

40. MODIFICATION OF TERMS

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

41. ENTIRE AGREEMENT

This Agreement, including any schedules, attachments, or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations, proposals, discussions, and communications, whether oral or in writing.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

Authorized Signature for SUBRECIPIENT:  <i>Monica Sapien</i>	Authorized Signature for COUNTY:  <i>[Signature]</i>
Printed Name of Person Signing: Monica Sapien	Printed Name of Person Signing: Kevin Jeffries
Title: Executive Director	Title: Chairman, Board of Supervisors
Date Signed:  12-02-19	Date Signed:  DEC 17 2019

FORM APPROVED COUNTY COUNSEL  
 BY: *[Signature]* 12/5/19  
 DANIELLE D. MALAND DATE

ATTEST:  
 KECIA R. HARPER, Clerk  
 By *[Signature]*  
 DEPUTY



Schedule A  
Payment Provisions

A.1 MAXIMUM REIMBURSABLE AMOUNT

SUBRECIPIENT shall be reimbursed by COUNTY, in an amount not to exceed \$454,160.00. Said funds shall be spent according to the line item budget below:

BUDGET CATEGORY	DESCRIPTION OF SERVICES	COST
Healing Homes Operation Costs and Supportive Services to Homeless Individuals		
Staff		\$310,974.00
Legal		\$6,000.00
Administrative (5%)		\$21,026.00
Utilities		\$63,180.00
Maintenance and Repair	Includes: Replacement Reserves	\$27,880.00
Property Taxes & Insurance		\$25,100.00
<b>TOTAL</b>		<b>\$454,160.00</b>

A.2 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. SUBRECIPIENT will be paid the actual amount of each approved monthly invoice. COUNTY may delay payment if the required supporting documentation, as set forth in Attachment III, attached hereto and incorporated herein by this reference, is not provided or other requirements are not met. SUBRECIPIENT shall also submit the following documents with each approved monthly invoice:
  - 1. DPSS Forms 2076A, 2076B (Attachment II)
  - 2. DPSS HEAP Time/Activity Report (Attachment IV)
- b. All completed claims must be submitted on a monthly basis no later than thirty (30) days after the end of each month in which the services were provided. Each payment claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

A.3 INELIGIBLE COSTS

HEAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses as identified in Health and Safety Code section 50214.

The COUNTY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement. COUNTY has the authority to withhold funds under this Agreement pending a final determination by COUNTY of questioned expenditures or indebtedness. If the SUBRECIPIENT or its funded subcontractors use HEAP funds to pay for ineligible activities, the SUBRECIPIENT shall be required to reimburse these funds to the COUNTY. Upon final determination by COUNTY of disallowed expenditures or indebtedness, COUNTY may deduct and retain the amount of the disallowed or indebtedness from the amount of the withheld funds.

1. An expenditure which is not authorized under this Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the COUNTY.
2. Expenditures for activities not described above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50214 and such activities are approved in writing by COUNTY and BCSH prior to the expenditure of funds for those activities.
3. BCSH, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of HEAP funds.
4. HEAP funds shall not be used for overhead or planning activities, including Homeless Management Information System or Homelessness Plans.

#### A.4 ADMINISTRATIVE COSTS

The SUBRECIPIENT must comply with Health and Safety Code section 50214, which limits administrative costs related to the execution of eligible activities to no more than five percent (5%) of HEAP funds. For purpose of this Program, "administrative costs" does not include staff costs directly related to carrying out the eligible activities.

#### A.5 EXPENDITURE OF FUNDS

One hundred percent (100%) of HEAP funds shall be Expended by June 30, 2021. Any HEAP funds paid to SUBRECIPIENT, but not Expended pursuant to this Agreement by June 30, 2021 shall be returned to COUNTY within five (5) business days to be returned to BCSH and revert to the General Fund.

#### A.6 ADVANCES

COUNTY may issue a one-time advance payment to SUBRECIPIENT in an amount not to exceed twenty-five percent (25%) of the maximum reimbursable amount upon written request by the SUBRECIPIENT. Such written request must be submitted on SUBRECIPIENT letterhead and SUBRECIPIENT shall complete the DPSS 2076A form (Attachment II). If an advance is issued, the advance will be recouped within the first six monthly claims that are submitted. Seventeen percent (17%) of the advance will be recouped from each of the first five (5) monthly claims submitted and fifteen percent (15%) of the advance will be recouped from the sixth monthly claim submitted. If there are not enough funds in a monthly claim to recoup the applicable percentage of the advance, the difference between the percentage of the advance that was recouped and the percentage of the advance that should have been recouped will be added to the percentage of the advance recouped in the subsequent claim. ***DPSS reserves the right, in its sole discretion, to approve or deny an advance request based on funding availability.***

SUBRECIPIENT shall place the advance in an interest-bearing account. All proceeds from the interest-bearing account established by the SUBRECIPIENT for the deposit of HEAP funds, along with any interest-bearing accounts opened by the subcontractors to the SUBRECIPIENT for the deposit of HEAP funds, must be used for HEAP-eligible activities. Consistent with Health and Safety Code section 50214(b), no more than five percent (5%) of these proceeds may be used for general administrative purposes. At least five percent (5%) of these proceeds must be allocated and returned to COUNTY to establish or expand services for Homeless Youth.

**A.7 BUDGET AMENDMENTS**

SUBRECIPIENT shall make no changes to the budget without first obtaining written approval from the COUNTY and BCSH. Any budget amendments must be requested by the SUBRECIPIENT in writing.

**A.8 WITHHELD PAYMENTS**

Payments to SUBRECIPIENT may be withheld by COUNTY if SUBRECIPIENT fails to comply with the provisions of this Agreement.

**A.9 REPROGRAMMING OF HEAP FUNDS**

BCSH allows for the COUNTY as the Administrative Entity for the CoC to reprogram funds under the HEAP program from one eligible activity and/or jurisdiction to another after the application is approved and funds are disbursed. The COUNTY with the advisement of the CoC Board of Governance and with the approval of BCSH reserves the right to reprogram funds as needed after awards are announced to ensure funding spending goals and Program compliance under Health and Safety Code Section 50215(b)(2).

**A.10 FISCAL ACCOUNTABILITY**

- a. SUBRECIPIENT agrees to manage funds received through COUNTY in accordance with sound accounting policies and incur and claim only eligible costs for reimbursement.
- b. SUBRECIPIENT must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, SUBRECIPIENT must develop an accounting procedure manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.

Schedule B  
Scope of Services**B.1 APPLICATION**

SUBRECIPIENT has submitted to CoC an application in response to RFP DPARC-564A for HEAP funds ("Application") to provide urgently needed emergency assistance to Homeless people in the communities with a declared Shelter Crisis or applicable waiver as authorized by Health and Safety Code Section 50212(b). COUNTY is entering into this Agreement on the basis of, and in substantial reliance upon, SUBRECIPIENT's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by CoC.

SUBRECIPIENT warrants that all information, facts, assertions, and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of SUBRECIPIENT's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect COUNTY's approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then COUNTY may declare a breach hereof and take such action or pursue such remedies as are provided for a breach hereof. In the event that there is a conflict between the Application and this Agreement, this Agreement shall govern.

**B.2 SCOPE OF SERVICES****A. Operations**

SUBRECIPIENT shall:

1. Operate and maintain three single family properties with 4-6 bedrooms each for the permanent supportive housing project called "Healing Homes." Properties will be located in the following Service Areas:
  - a. City of Lake Elsinore
  - b. City of Perris
  - c. City of Wildomar
2. Create and provide 18 new permanent supportive housing beds, with no required length of stay.
3. Maintain operations, property management, and maintenance of the Healing Homes sites through June 30, 2021.
4. Adequately staff the program offices and Healing Homes sites in a manner consistent with the terms of this Agreement. SUBRECIPIENT shall perform the operations, maintenance and property management duties with staff dedicated as listed below. Staffing positions dedicated to the project include:
  - a. 0.5 FTE Supervisory Position
  - b. 1.0 FTE Housing Manager
  - c. 0.5 FTE Property Manager
5. To ensure privacy, Homeless participants shall have their own room except when two participants identify themselves as a family unit.

6. Conduct an initial inspection of each housing unit prior to occupancy to ensure that the housing units meet the Housing Quality Standards (HQS) set forth in 24 CFR 982.401 and 24 CFR 578.75(b); SUBRECIPIENT shall complete and maintain on file, for each housing unit, the HUD inspection checklist HUD-52580, an example of which is attached hereto as Attachment V and incorporated herein. SUBRECIPIENT shall also perform or comply with the following additional inspections:
  - a. Complaint Inspection: An inspection caused by the authority receiving a complaint from any source regarding the unit by anyone; and
  - b. Special/ Quality Control Inspection: An inspection requested/conducted by a third party. The purpose of Quality Control inspections is to ascertain that SUBRECIPIENT is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in the application of HQS.
7. Maintain and post in a conspicuous place within each Healing Home site the rules and guidelines, the program office location, emergency contact information including any 24-hr emergency phone number, and the tenant grievance procedures in English and Spanish languages.
8. Use commercially reasonable efforts to ensure that tenants do not loiter nor deposit their belongings outside the Healing Homes sites or program offices or in the neighboring vicinity so as to avoid disturbing neighbors or neighboring property.
9. Utilize SUBRECIPIENT's staff to complete all custodial duties as necessary to maintain program offices and Healing Homes sites in a clean, safe condition. This includes common areas utilized by tenants such as the laundry room, kitchen, restrooms, front yard, rear yard, and parking areas.
10. Maintain all common-use appliances in working order and replace as necessary. This includes the kitchen appliances, washer and dryer, water heater, etc.
11. Pay any and all utility costs for program offices and Healing Homes sites, including but not limited to electric, trash, natural gas, water and communications.
12. Pay any and all property taxes and insurance for program offices and Healing Homes sites.
13. Set up and maintain a reserve fund to pay for maintenance issues and property emergencies.
14. Monitor each Healing Homes site several times per week for any maintenance concerns and make repairs in a timely manner. SUBRECIPIENT shall ensure the housing units meet the HQS throughout the assisted tenancy. SUBRECIPIENT shall maintain in a conspicuous place a log of the inspections conducted at the site. SUBRECIPIENT will keep thorough records of repairs made to the sites and the

cost of the repairs. SUBRECIPIENT will take reasonable care to hire a licensed contractor with a good work history to perform all necessary repairs.

15. Notify DPSS CoC CORE Region of any repairs that trigger a special inspection under 24 CFR 982.401 and 24 CFR 578.75(b) within 24 hours.
16. Take the steps necessary to provide legal notice to the tenants regarding SUBRECIPIENT's need to access the housing unit and make needed repairs to correct HQS deficiencies.
17. Provide full scope property management services at the Healing Homes sites. Maintain staff that is knowledgeable of landlord-tenant laws and the applicable legal processes including, but not limited to:
  - a. Tenant selection;
  - b. Setting rents;
  - c. Collecting rents and making rent adjustments;
  - d. Handling security deposits, if applicable;
  - e. Conducting move-ins and move-outs;
  - f. Executing leases;
  - g. Terminating leases;
  - h. Conducting evictions;
  - i. Processing maintenance requests;
  - j. Property Safety compliance;
  - k. Resolve tenant complaints;
  - l. Enforce lease/occupancy agreement; and
  - m. All federal, state and local fair housing laws.
18. Initiate, sign, manage, renew, modify and/or terminate lease or occupancy agreements with program participants that will reside at the Healing Homes sites according to the specifications in 24 CFR 578.77(a). The term of the lease or occupancy agreement shall be at least one year and renewable for terms that are a minimum of one month long, and terminable only for cause.
19. Collect participant rent, security deposits, if applicable, and other charges provided for under the lease or occupancy agreement associated with the Healing Homes sites and provide the participants a rent receipt. SUBRECIPIENT shall establish an account for the proper handling of rents and security deposits, and account for them in a manner consistent with state and local policies.
  - a. The rent paid must be reasonable in relation to rents being charged for comparable units.
  - b. Calculate rents and occupancy charges as provided in 24 CFR 578.77.
  - c. Rents and occupancy charges collected from program participants are considered program income. Program income generated through June 30, 2021 shall be retained by the SUBRECIPIENT and added to the funds committed to the project and utilized for eligible HEAP activities.
20. Seek to engage the following participants: individuals or adult-only families identified as chronically homeless, including, but not limited to homeless youth, veterans, seniors, and others.

21. Participate in the County-wide coordinated entry initiative and will accept prioritized referrals from the Coordinated Entry System (CES).

**B. Supportive Services.**

**SUBRECIPIENT shall:**

1. Provide supportive services to Healing Homes participants through June 30, 2021.
2. Adequately staff the program offices and Healing Homes sites in a manner consistent with the terms of this Agreement. SUBRECIPIENT shall perform the supportive services and case management duties with staff dedicated as listed below. Staffing positions dedicated to the project include:
  - a. 1.0 FTE Case Manager
3. Provide on-site medical and behavioral health services through SUBRECIPIENT Licensed Clinical Social Workers and subcontractors.
4. Provide housing and on-site supportive services to include: intensive case management, life skills training, substance abuse counseling and various forms of therapeutic services.
5. Conduct a bio/psycho/social/spiritual assessment to identify the participants overall strengths, needs and barriers to participating in housing stability and self-sufficiency.
6. Develop an individual service plan for each participant with goals and timelines with a path to permanent housing stability consistent with 24 CFR 578.75(e), 24 CFR 578.75(h) and 578.53
7. Provide case management meetings on an as-needed basis, but at minimum of once per month.
8. Cause its case manager to help program participants identify and connect to all available and applicable mainstream benefits such as General Assistance, MediCal/IEHP/Medi-Care, CalWORKs, CalFresh, SSI/SSDI, VA benefits, unemployment, State Disability Insurance, Office of Aging, Department of Rehabilitation and other similar services.
9. Monitor program participants' progress to ensure positive steps towards recovery and self-sufficiency.
10. Implement the "Moving On Initiative" model where clients are engaged, stabilized, supported with wraparound services and supported in their goal to graduate from supported housing into private market housing with rental subsidies. Participation will be voluntary for program participants and driven by the participant's long-term housing goals.

11. Actively engage the community and its resources to supplement the participants' access to resources to support everyday life.

12. Performance Outcomes:

- a. A minimum of 80% of participants will achieve housing stability by the end of the grant term.
- b. A minimum of 55% of the participants will achieve an increase in total income.
- c. No more than 10% of the participants entering into the project will exit back into homelessness.
- d. Graduate a minimum of 25% of the participants that volunteer for the Moving on Initiative to another form of affordable, permanent housing.

### B.3 HOMELESS MANAGEMENT INFORMATION SYSTEM

A. SUBRECIPIENT agrees to participate in the Homeless Management Information System (HMIS).

1. Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, data collection, and entering required client data on a regular and timely basis.
2. COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant SUBRECIPIENT access to use the HMIS software for the term of this Agreement.
3. SUBRECIPIENT shall ensure that employees using HMIS for client intake capture all required data fields, as set forth in the County of Riverside Continuum of Care HMIS Policies and Procedures Manual, which is located on the DPSS website: <http://dpss.co.riverside.ca.us/files/pdf/hmis/policies/2017/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf>.
4. SUBRECIPIENT must maintain a valid HMIS End User Agreement on file with COUNTY, which is located on the DPSS website: <http://dpss.co.riverside.ca.us/files/pdf/hmis/policies/2017/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf>.
5. SUBRECIPIENT agrees to provide BCSH access to HMIS data collected and entered into the SUBRECIPIENT'S HMIS, upon request, and to participate in any statewide data initiative as directed by BCSH, including, but not limited to, a statewide data integration environment.

### B.4 REPORTING REQUIREMENTS

A. SUBRECIPIENT shall submit an annual report to COUNTY on forms provided by COUNTY, sixty (60) days prior to the reporting date deadlines of January 1, 2020, January 1, 2021, and September 30, 2021. If the SUBRECIPIENT fails to provide such documentation, COUNTY may disencumber any portion of the amount authorized by this Agreement with a five (5) day



written notification. SUBRECIPIENT shall also submit additional reports that may be requested by COUNTY and/or BCSH.

- B. The annual report shall contain a detailed report containing the following:
1. Amounts awarded to subcontractors with activity(ies) identified.
  2. Contract expenditures
  3. Unduplicated number of Homeless persons or persons at imminent risk of homelessness served.
  4. Number of Instances of Service.
  5. Increases in capacity for new and existing programs.
  6. The number of unsheltered Homeless persons becoming sheltered.
  7. The number of Homeless persons entering permanent housing.
- C. Breakdowns will be expected for each activity (i.e. services, capital improvements, Rental Assistance, etc.) and program type (i.e. Emergency Shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities identified by the U.S. Department of Housing and Urban Development (HUD):
1. Chronically Homeless
  2. Homeless veterans
  3. Unaccompanied Homeless Youth
  4. Homeless persons in families with children
- D. SUBRECIPIENT will also be asked to comment on the following:
1. Progress made toward local homelessness goals.
  2. The alignment between HEAP funding priorities and "Housing First" principles adopted by the Homeless Coordinating and Financing Council.
  3. Any other effects from HEAP funding that the CoC would like to share (optional).

ATTACHMENT I  
Assurance of Compliance

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

Social Work Action Group  
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; the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code Regulations, Title 2, section 7285 et seq.; the Fair Employment and Housing Commission regulations implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations; 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 (over 40), sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, pregnancy, disability (mental or physical including HIV and AIDS), medical condition (cancer/genetic characteristics), national origin (including language use restrictions), marital status, military and veteran 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director's Signature

\_\_\_\_\_  
Address of Vendor/Recipient  
(08/13/01)

CR50-Vendor Assurance of Compliance

ATTACHMENT II  
DPSS 2076A and 2076B

COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC SOCIAL SERVICES

**SUBRECIPIENT PAYMENT REQUEST**

From: \_\_\_\_\_  
Remit to Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Sub recipient Name  
\_\_\_\_\_  
Sub recipient Number

Total amount requested \_\_\_\_\_ for the period of \_\_\_\_\_ 20 \_\_\_\_\_

Select Payment Type(s) Below:

- |  |          |  |
|--|----------|--|
| <input type="checkbox"/> Advance Payment<br>(if allowed by Contract/MOU) | \$ _____ | <input type="checkbox"/> Actual Payment \$ _____<br>(Same amount as 2076B if needed) |
| <input type="checkbox"/> Unit of Service Payment                         | \$ _____ | _____ # of Units) X _____ (\$) _____   |
| _____ # of Units) X (\$) _____   |          | _____ # of Units) X _____ (\$) _____   |
| _____ # of Units) X (\$) _____   |          | _____ # of Units) X _____ (\$) _____   |

Any questions regarding this request should be directed to: \_\_\_\_\_  
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

\_\_\_\_\_  
Authorized Signature Title Date

**FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)**

Business Unit (5) \_\_\_\_\_

Account (6) \_\_\_\_\_

Fund (5) \_\_\_\_\_

Dept. ID (10) \_\_\_\_\_

Program (5) \_\_\_\_\_

Class (10) \_\_\_\_\_

Project/Grant (15) \_\_\_\_\_

Vendor Code (10) \_\_\_\_\_

Purchase Order # (10) \_\_\_\_\_ Invoice # \_\_\_\_\_

Amount Authorized \_\_\_\_\_

If amount authorized is different from amount request, please explain:  
\_\_\_\_\_  
\_\_\_\_\_

Program (if applicable) \_\_\_\_\_ Date \_\_\_\_\_

Management Reporting Unit \_\_\_\_\_ Date \_\_\_\_\_

Contracts Administration Unit \_\_\_\_\_ Date \_\_\_\_\_

General Accounting Section \_\_\_\_\_ Date \_\_\_\_\_



**DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS**

**Mailing Instructions:** When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include DPSS 2076A, 2076B (if required), invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.  
[see method, time, and schedule/condition of payments].  
(Please type or print information on all DPSS Forms.)

**DPSS 2076A  
SUBRECIPIENT PAYMENT REQUEST****"Remit to Name"**

The legal name of your agency.

**"Address"**

The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.

**"SUBRECIPIENT Name"**

Business name, if different than legal name (if not leave blank).

**"Contract Number"**

Can be found on the first page of your contract.

**"Amount Requested"**

Fill in the total amount and billing period you are requesting payment for.

**"Payment Type"**

Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

**"Any questions regarding..."**

Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

**"Authorized Signature, Title, and Date (SUBRECIPIENT's)**

Self-explanatory (required). Original Signature needed for payment.

**EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.**

**SUPPORTING DOCUMENTATION**

The general rule for supporting documentation is that for any Program cost that is to be reimbursed, provide the invoice which documents that a cost was incurred and a receipt, or a copy of a check, a check stub, or copy of bank statement 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. Costs can only be reimbursed if they have been included in the original application/budget.

Documentation for like line items should be identified with a summary sheet or label identifying the expense category. 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 your claim.

The Fiscal Management Reporting Unit reviews each claim for expenses that are Allowable, Allocable and Reasonable.

**CLAIM DOCUMENTATION REQUIRED BY DPSS**

<b>HOUSING</b>
<ul style="list-style-type: none"> <li>• Lease agreement (Must be submitted at time of client entry into the program and each time a lease expires or changes)</li> </ul>
<ul style="list-style-type: none"> <li>• Invoice or documentation of rent amount and due date</li> </ul>
<ul style="list-style-type: none"> <li>• Proof of payment (receipt, cancelled check or bank statement)</li> </ul>
<b>STAFF</b>
<ul style="list-style-type: none"> <li>• Time Sheet</li> </ul>
<ul style="list-style-type: none"> <li>• Time/Activity Report</li> </ul>
<ul style="list-style-type: none"> <li>• Pay Stub or Payroll Report</li> </ul>
<b>EXPENSES</b>
<ul style="list-style-type: none"> <li>• Invoice or receipt that is dated and has a detailed explanation of charges</li> </ul>
<ul style="list-style-type: none"> <li>• Proof of payment (receipt, cancelled check or bank statement)</li> </ul>

**ATTACHMENT IV  
HEAP Time/Activity Report**

HEAP TIME/ACTIVITY REPORT  
AGENCY NAME - EMPLOYEE NAME

DATE: (dates for pay period)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
<b>STAFF</b>																																
HEAP Activities (Non-Admin)																																
Total HEAP (Non-Admin)																																
<b>ADMIN STAFF</b>																																
HEAP Admin																																
Total HEAP ADMIN																																
<b>NON-PROJECT (Time not worked on HEAP)</b>																																
Non-Project																																
Total Non-Project																																
Vacation																																
Sick																																
Holiday																																
Other Paid Time Off																																
Total Fringe	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

*I certify that this is a true and accurate report of my time and the activities were performed as shown.*

Total Hours	0.00
Total Fringe Hrs	0.00
Difference	0.00
Actual Hrs - HEAP (Non-Admin)	0.00
Actual Hrs - HEAP ADMIN	0.00
Non-Project Hours	0.00

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_  
Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

**Inspection Checklist**

Housing Choice Voucher Program

**U.S. Department of Housing and Urban Development**  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
(Exp. 04/30/2018)

Public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

**Privacy Act Statement.** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Name of Family		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection <input type="checkbox"/>		Date of Last Inspection (mm/dd/yyyy)	PHA

<b>A. General Information</b>		<b>Housing Type (check as appropriate)</b> <input type="checkbox"/> Single Family Detached <input type="checkbox"/> Duplex or Two Family <input type="checkbox"/> Row House or Town House <input type="checkbox"/> Low Rise: 3, 4 Stories, Including Garden Apartment <input type="checkbox"/> High Rise: 5 or More Stories <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Congregate <input type="checkbox"/> Cooperative <input type="checkbox"/> Independent Group Residence <input type="checkbox"/> Single Room Occupancy <input type="checkbox"/> Shared Housing <input type="checkbox"/> Other
<b>Inspected Unit</b>	<b>Year Constructed (yyyy)</b>	
Full Address (including Street, City, County, State, Zip)		
Number of Children in Family Under 6		
<b>Owner</b>		
Name of Owner or Agent Authorized to Lease Unit Inspected	Phone Number	
Address of Owner or Agent		

<b>B. Summary Decision On Unit (To be completed after form has been filled out)</b>			
<input type="checkbox"/> Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms	
<input type="checkbox"/> Fail			
<input type="checkbox"/> Inconclusive			

**Inspection Checklist**



Item No.	1. Living Room	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.1	Living Room Present					
1.2	Electricity					
1.3	Electrical Hazards					
1.4	Security					
1.5	Window Condition					
1.6	Ceiling Condition					
1.7	Wall Condition					
1.8	Floor Condition					

\* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area; 3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pas	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	

\* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;  
 3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pas	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
<b>2. Kitchen</b>						
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
<b>3. Bathroom</b>						
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Item No. 4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In- Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1 Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	____ Floor Level
4.2 Electricity/Illumination					
4.3 Electrical Hazards					
4.4 Security					
4.5 Window Condition					
4.6 Ceiling Condition					
4.7 Wall Condition					
4.8 Floor Condition					
4.9 Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
<b>4.10 Smoke Detectors</b>					
4.1 Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	____ Floor Level
4.2 Electricity/Illumination					
4.3 Electrical Hazards					
4.4 Security					
4.5 Window Condition					
4.6 Ceiling Condition					
4.7 Wall Condition					
4.8 Floor Condition					
4.9 Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
<b>4.10 Smoke Detectors</b>					
4.1 Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	____ Floor Level
4.2 Electricity/Illumination					
4.3 Electrical Hazards					
4.4 Security					
4.5 Window Condition					
4.6 Ceiling Condition					
4.7 Wall Condition					
4.8 Floor Condition					
4.9 Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	

Item No.	6. Building Exterior	Yes Pass	No Fail	In - Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint?  If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				Not Applicable	
6.7	Manufactured Home: Tie Downs					
<b>7. Heating and Plumbing</b>						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
<b>8. General Health and Safety</b>						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead-Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

**C. Special Amenities (Optional)**

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

**D. Questions to ask the Tenant (Optional)**

**1. Living Room**

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

**2. Kitchen**

- Dishwasher
- Separate freezer
- Garbage disposal
- Eating counter/breakfast nook
- Pantry or abundant shelving or cabinets
- Double oven/self cleaning oven, microwave
- Double sink
- High quality cabinets
- Abundant counter-top space
- Modern appliance(s)
- Exceptional size relative to needs of family
- Other: (Specify)

**3. Other Rooms Used for Living**

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

**4. Bath**

- Special feature shower head
- Built-in heat lamp
- Large mirrors
- Glass door on shower/tub
- Separate dressing room
- Double sink or special lavatory
- Exceptional size relative to needs of family
- Other: (Specify)

**5. Overall Characteristics**

- Storm windows and doors
- Other forms of weatherization (e.g., insulation, weather stripping) Screen doors or windows
- Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- Garage or parking facilities
- Driveway
- Large yard
- Good maintenance of building exterior
- Other: (Specify)

**6. Disabled Accessibility**

Unit is accessible to a particular disability.  Yes  No  
Disability

1. Does the owner make repairs when asked? Yes  No
2. How many people live there?
3. How much money do you pay to the owner/agent for rent? \$ \_\_\_\_\_
4. Do you pay for anything else? (specify) \_\_\_\_\_
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range \_\_\_\_\_ Refrigerator \_\_\_\_\_ Microwave
6. Is there anything else you want to tell us? (specify) Yes  No

