

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



**ITEM: 3.22
(ID # 12411)**

MEETING DATE:
Tuesday, May 19, 2020

FROM: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS (HHPWS): Ratify and Approve the Subrecipient Agreement #DPSS-0001511 with Path of Life Ministries for Temporary Shelter Relocation, effective on January 1, 2020 through June 12, 2020 [Districts 1 and 3] [Total Cost: \$50,000; 100% State Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Subrecipient Agreement #DPSS-0001511 with Path of Life Ministries (POLM) for Temporary Shelter Relocation in the amount of \$50,000, effective January 1, 2020 through June 12, 2020 and authorize the Chairman of the Board to execute on behalf of the County;
2. Authorize the Director of the Department of Housing, Homelessness Prevention and Workforce Solutions, or designee, the authority to administer and implement the Subrecipient Agreement and associated program; and


Heidi Marshall, Director 5/17/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel 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: May 19, 2020
xc: Housing

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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3. Authorize the Director of the Department of Housing, Homelessness Prevention and Workforce Solutions, or designee charged with the responsibility of administering and implementing the Subrecipient Agreement and associated program, based on the availability of funding and as approved by County Counsel, to: a) sign amendments that exercise the options of the agreement including modifications to the scope of services that stay within the intent of the Subrecipient Agreement #DPSS-0001511; and b) move the allocated funds provided such change does not cause the sum total of the agreement to exceed the HEAP grant amount allocated to the County by the State of California.

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|--|-----------------------------|--------------------------|---------------------------|---------------------|
| COST | \$50,000 | \$ 0 | \$50,000 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$0 | \$ 0 |
| SOURCE OF FUNDS: State HEAP Funding: 100% | | | Budget Adjustment: | No |
| | | | For Fiscal Year: | 2019/20 |

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

BACKGROUND:

Summary

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). This action established the Continuum of Care (CoC) for Riverside County; a network of private and public 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.

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 CoC that declared and have in effect a shelter crisis in accordance with Government Code section 8698.2. The County of Riverside, DHHPWS has been designated by the Riverside County CoC as the Administrative Entity (AE) to administer allocation of HEAP program funds.

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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 grant funds include, but are not limited to, the following: services, rental assistance or subsidies, capital improvements and homeless youth activities. No more than 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 County's CoC. The total HEAP allocation to the County of Riverside is \$9,791,805; no 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.

Path of Life Ministries, a faith-based community non-profit public benefit corporation (POLM), has proposed to utilize \$50,000 in HEAP funds to cover relocation costs for 50 beds for their Family Shelter. POLM is proposing to undergo renovations at the 2530 Third Street, Riverside, CA location. Construction is expected to start on January 01, 2020 and continue through June 12, 2020.

The total relocation cost of the Proposed Project is estimated to be \$50,000. The terms of the proposed HEAP obligations of POLM and the County are memorialized in the proposed Agreement for the use of HEAP funds attached hereto.

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 direct housing and service programs funded by the 2018 HEAP grant.

Contract History and Price Reasonableness

On November 16, 2018, Riverside County's CoC released a Request for Proposal (RFP), #DPARC 564A for the HEAP Program. The RFP was posted on the 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 December 21, 2018, and a total of 42 applications were received. The applications received a threshold review and 36 applications moved forward to the Independent Review Panel for scoring.

An Independent Review Panel of 16 evaluators reviewed the applications. The submittals were ranked in priority order and the panel provided funding recommendations to the CoC Board of Governance (BOG). The BOG approved the panel's recommendations at meetings held on February 7, 2019 and March 4, 2019.

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ATTACHMENTS:

- **Attachment A:** SUBRECIPIENT AGREEMENT FOR THE 2018 HOMELESS EMERGENCY AID PROGRAM (HEAP) TEMPORARY SHELTER RELOCATION WITH PATH OF LIFE MINISTRIES, #DPSS-0001511

Prev. Agn. Ref: 05/21/2019, Item 3.40

HM:CH:TT:cg



Marcus Maltese

5/14/2020



Gregory V. Priamos, Director County Counsel

5/13/2020

**County of Riverside Housing, Homelessness Prevention and Workforce Solutions
3403 10th St. Ste. 300
Riverside, CA 92501**

and

Path of Life Ministries

**Subrecipient Agreement for the 2018 Homeless Emergency Aid Program (HEAP)
for Temporary Shelter Space Costs Associated with the HHPWS 3rd Street Emergency Family
Shelter Renovation Project**

DPSS-0001511

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- Schedule A – Payment Provisions
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- Attachment I – 2076A and 2076B
- Attachment II – HO-01996-11
- Attachment III – License Agreement

This Subrecipient Agreement for the Homeless Emergency Aid Program (herein referred to as "Agreement") is made and entered into this ____ day of _____, 2020, by and between Path of Life Ministries, 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 Housing, Homelessness Prevention and Workforce Solutions (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, capital improvements, 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. "CoC" means the Continuum of Care for Riverside County.
- D. "COUNTY" or "HHPWS" means the County of Riverside and its Housing, Homelessness Prevention and Workforce Solutions, which has administrative responsibility for this Agreement. HHPWS and COUNTY are used interchangeably in this Agreement.
- E. "Expended" means all HEAP funds Obligated under this Agreement or Subcontract have been fully paid and receipted, and no invoices remain outstanding.
- F. "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.
- G. "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.

- H. "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.
- I. "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.
- J. "Rental Assistance or Subsidies" means housing vouchers, rapid-rehousing programs, and eviction prevention strategies.
- K. "RFP" means a Riverside County Request for Proposal.
- L. "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.
- M. "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.
- N. "SUBRECIPIENT" means Path of Life Ministries, including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and Path of Life Ministries are used interchangeably 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.
- 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 January 1, 2020 ("Effective Date") and continues in effect through June 12, 2020, unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter.

4. COMPENSATION

COUNTY shall pay SUBRECIPIENT for services performed, products provided, 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 12, 2020. Any HEAP funds paid to SUBRECIPIENT, but not Expended pursuant to this Agreement by June 12, 2020 shall be returned to COUNTY within five (5) business days. In the event this Agreement is terminated prior to June 12, 2020, 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:

- a. Stop all work under this Agreement on the date specified in the notice of termination; and
- b. 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.

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:

- a. SUBRECIPIENT's failure to comply with the terms or conditions of this Agreement;
- b. use of, or permitting the use of HEAP funds provided under this Agreement for any ineligible activities;
- c. any failure to comply with the deadlines set forth in this Agreement;
- d. violation of any federal or state laws or regulations; or
- e. 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:

- a. Bar the SUBRECIPIENT from applying for future HEAP funds;

- b. Revoke any other existing HEAP award(s) to the SUBRECIPIENT;
- c. Require the return of any unexpended HEAP funds disbursed under this Agreement;
- d. Require repayment of HEAP funds disbursed and Expended under this Agreement;
- e. 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;
- f. 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,
- g. Seek such other remedies as may be available under this Agreement or any law.

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

- a. Stop all work under this Agreement on the date specified in the notice of termination; and
- b. 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.
5. If a financial audit is required by COUNTY, the audit shall be performed by an independent certified public accountant.

6. 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.
7. The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.
8. 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

1. 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.
2. 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.

3. 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.
4. 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. 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.

21. 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.

22. 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.
23. 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).
24. 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).
25. 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.
26. 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:
- A. 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).
 - B. 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.
 - C. 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.
27. 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.

28. 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.

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

B. 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.

29. **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.
30. **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.
31. **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.
32. **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.
33. **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.
34. **ADMINISTRATIVE/CONTRACT LIAISON**
Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.
35. **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:

HHPWS:

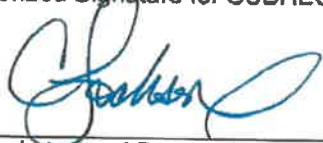

For Agreement, Program, Invoices and other financial documents Issues:
Housing, Homelessness Prevention and Workforce Solutions
3403 10th St. Ste. 300
Riverside, CA 92501

SUBRECIPIENT:

Path of Life Ministries
Interim Chief Executive Officer
1240 Palmyrita Avenue, Suite A
Riverside, CA 92507

- 36. **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.
- 37. **MODIFICATION OF TERMS**
This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.
- 38. **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:  | Authorized Signature for COUNTY:  |
| Printed Name of Person Signing: Casey Jackson | Printed Name of Person Signing: V. Manuel Perez |
| Title: Interim Chief Executive Officer | Title: Chairman, Board of Supervisors |
| Date Signed: 4.29.2020 | Date Signed: 5/19/2020 |

FORM APPROVED COUNTY COUNSEL
BY:  5-13-2020
SYNTHIA M. GUNZEL DATE

ATTEST:
KECIA R. HARPER, Clerk
By 
DEPUTY

- A.1 **MAXIMUM REIMBURSABLE AMOUNT**
SUBRECIPIENT shall be reimbursed by COUNTY, in an amount not to exceed \$50,000.00. Said funds shall be spent according to the line item budget below:

| Description | Cost per Month | Term Date | Total |
|----------------------------------|--------------------------|-------------------------|----------|
| Rent for Temporary Shelter Space | Up to \$10,000 per month | 01/01/2020 – 06/12/2020 | \$50,000 |

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 below is not provided or other requirements are not met. SUBRECIPIENT shall submit the following supporting documents with each approved monthly invoice:
 1. HHPWS Forms 2076A, 2076B (Attachment I)
 2. Lease Agreement (must be submitted with the first invoice and each time the lease changes, if applicable), invoice or documentation of rent amount and due date, and proof of payment (receipt, cancelled check, or bank statement).
- 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 EXPENDITURE OF FUNDS

One hundred percent (100%) of HEAP funds shall be Expended by June 12, 2020. Any HEAP funds paid to SUBRECIPIENT, but not Expended pursuant to this Agreement by June 12, 2020 shall be returned to COUNTY within five (5) business days.

A.5 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.6 WITHHELD PAYMENTS

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

A.7 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.8 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.

B.1 BACKGROUND

COUNTY owns the premises consisting of furnished space located at 2530 3rd Street, Riverside, California (herein referred to as the "COUNTY 3rd Street Emergency Family Shelter"). COUNTY and SUBRECIPIENT previously entered into that certain Professional Service Agreement, HO-01996, approved July 26, 2011, Agenda Item 3.58, and effective July 23, 2011, in which SUBRECIPIENT agreed to provide emergency shelter, meals, case management, and outreach services to the homeless at the COUNTY 3rd Street Emergency Family Shelter; since then, it has been amended and restated several times. COUNTY and SUBRECIPIENT recently entered into that certain Third Amended and Restated Professional Services Agreement, HO-01996-11, on May 5, 2020 or soon thereafter (herein referred to as "HO-01996-11"). HO-01996-11 is attached hereto as Attachment II and incorporated herein by this reference. In addition, COUNTY and SUBRECIPIENT previously entered into that certain License Agreement whereby COUNTY granted SUBRECIPIENT a license to use the COUNTY 3rd Street Emergency Family Shelter upon the terms and conditions more fully described therein (herein referred to as the "License Agreement"). The License Agreement is attached hereto as Attachment III and incorporated herein by this reference. The COUNTY is using HEAP funds to make capital improvements to the COUNTY 3rd Street Emergency Family Shelter. As a result, SUBRECIPIENT is required to temporarily move its operations from the COUNTY 3rd Street Emergency Family Shelter for the period of performance of this Agreement.

B.2 SCOPE OF SERVICES

SUBRECIPIENT shall enter into and maintain a lease for approximately 4,000 square feet of temporary shelter space to temporarily relocate Homeless individuals at the COUNTY 3rd Street Emergency Family Shelter while the COUNTY 3rd Street Emergency Family Shelter is being renovated. The temporary shelter space shall meet or exceed the habitability conditions of the COUNTY 3rd Street Emergency Family Shelter. Unless provided by the landlord pursuant to the lease, SUBRECIPIENT shall be responsible for all utilities and services at the temporary shelter space. While the COUNTY 3rd Street Emergency Family Shelter is being renovated, SUBRECIPIENT expressly waives its right to utilize and occupy the COUNTY 3rd Street Emergency Family Shelter as provided for in its agreements with HHPWS, HO-01966-11 and the License Agreement, for the period of performance of this Agreement. In addition, SUBRECIPIENT shall waive the COUNTY's obligations set forth in HO- HO-01966-11 and the License Agreement regarding the maintenance and repair of the COUNTY 3rd Street Emergency Family Shelter for the period of performance of this Agreement. No other provisions of HO-01966-11 or the License Agreement shall be waived. SUBRECIPIENT shall continue to provide all services set forth in HO-01966-11 at the temporary shelter space. Said services will not be paid with HEAP funds pursuant to this Agreement; said services shall continue to be paid with COUNTY funds pursuant to HO-01966-11.

COUNTY OF RIVERSIDE
HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS

CONTRACTOR PAYMENT REQUEST

To: Riverside County
Housing, Homelessness Prevention and
Workforce Solutions
3403 10th St. Ste. 300
Riverside, CA 92501

From: Path of Life Ministries
Remit to Name

Address

CONTRACTOR Name

Contract Number

PO Number

Invoice Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

Advance Payment \$ _____ Actual Payment \$ _____
(if allowed by Contract/MOU) (Same amount as 2076B if needed)

Unit of Service Payment \$ _____
____ (# of Units) x _____ (Unit Price) = (\$) _____
____ (# of Units) x _____ (Unit Price) = (\$) _____
____ (# of Units) x _____ (Unit Price) = (\$) _____
____ (# of Units) x _____ (Unit Price) = (\$) _____
____ (# of Units) x _____ (Unit Price) = (\$) _____
____ (# of Units) x _____ (Unit Price) = (\$) _____

Any questions regarding this request should be directed to: _____

Name Phone Number

FOR HHPWS USE ONLY (DO NOT WRITE BELOW THIS LINE)

If amount authorized is different from the amount requested, please explain:

Amount Authorized
(Only required if payment differs from amount requested)

HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include HHPWS 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 HHPWS 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all HHPWS Forms.)

HHPWS 2076A
CONTRACTOR 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.

"CONTRACTOR 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.

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

**Riverside County Housing, Homelessness Prevention and Workforce
Solutions**

3403 10th St. Ste. 300
Riverside, CA 92501

PROFESSIONAL SERVICES AGREEMENT: **HO-01996-11**
CONTRACTOR: **PATH OF LIFE MINISTRIES**
ACTIVITY: **EMERGENCY SHELTER PROGRAM**
AGREEMENT TERM: **JULY 23, 2011 THROUGH JUNE 30, 2020**
MAXIMUM ANNUAL REIMBURSABLE AMOUNT: **\$375,900 FOR FY 11/12**
 \$300,000 FOR FY 12/13
 \$400,000 FOR FY 13/14 – FY 18/19
 \$447,040 FOR FY 19/20

This Third Amended and Restated Professional Services Agreement, HO-01996-11, (herein referred to as the "Agreement"), effective upon signature of both parties, is made and entered into by and between Path of Life Ministries, a California nonprofit corporation, (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Housing, Homelessness Prevention and Workforce Solutions (herein referred to as "County" and/or "HHPWS").

WHEREAS, HHPWS and CONTRACTOR previously entered into that certain Professional Service Agreement, HO-01996, to provide emergency shelter, meals, case management, and outreach services to the homeless in the City of Riverside for the Emergency Shelter Program approved July 26, 2011, Agenda Item 3.58 and effective July 23, 2011 (herein referred to as "Original Agreement"); and,

WHEREAS, HHPWS and CONTRACTOR previously entered into that certain First Amendment, HO-01996-01, executed June 18, 2012 and effective July 1, 2012; that certain Second Amendment, HO-01996-02, approved October 16, 2012, Agenda Item 3.36 and effective July 1, 2012; that certain Third Amendment, HO-01996-03, executed May 15, 2013 and effective July 1, 2013; that certain Fourth Amendment, HO-01996-04, approved October 8, 2013, Agenda Item 3.11; that certain First Amended and Restated Professional Services Agreement, HO-01996-05, approved July 1, 2014, Agenda Item 3.37; that certain Sixth Amendment, HO-01996-06, executed June 19, 2015 and effective July 1, 2015; that certain Seventh Amendment, HO-01996-07, executed July 12, 2016 and effective July 1, 2016; that certain Eighth Amendment, HO-01996-08, executed June 20, 2017 and effective July 1, 2017; and that certain Ninth Amendment, HO-01996-09, executed June 20, 2018; and that certain Tenth Amendment, HO-01996-10, approved June 25, 2019, Agenda Item 3.29 and effective July 1, 2019; and

WHEREAS, HHPWS and CONTRACTOR desire to amend and restate the Original Agreement, as amended, for a third time in its entirety to increase FY 19/20 Maximum Annual Reimbursable Amount by \$66,000 to :

NOW THEREFORE, HHPWS and CONTRACTOR do hereby covenant and agree that CONTRACTOR will provide said services in return for monetary compensation, all in accordance with the TERMS and CONDITIONS (herein referred to as "T&C"), attached hereto and incorporated herein by this reference, specifying the responsibilities of HHPWS and CONTRACTOR

**PATH OF LIFE MINISTRIES
EMERGENCY SHELTER PROGRAM
PROFESSIONAL SERVICES AGREEMENT
TERMS AND CONDITIONS**

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LIST OF EXHIBITS

- Exhibit A – Daily Sign-in Sheet
- Exhibit B – Emergency Shelter Grant Program Homelessness Eligibility Certification Form (ESG)
- Exhibit C – 2-1-1 Riverside County Community Services Directory Agency Registration Form
- Exhibit D – 2-1-1 Riverside County Community Services Directory Program Registration Form
- Exhibit E – 2076A
- Exhibit F – CONTRACTOR, SUBCONTRACTOR, & Vendor Assurance of Compliance
- Exhibit G – HIPAA Business Associate Agreement

TERMS AND CONDITIONS

I. ABBREVIATIONS AND DEFINITIONS

- A. "Bed Night" is one bed per Customer per night.
- B. "Case Management Services" refers to all of the following various categories of services:
- Mental Health
 - Substance Abuse
 - Housing
 - Employment
 - Children
 - Intake & Assessment
- C. "CoC CORE" refers to the DPSS Coordination, Oversight, Reporting and Evaluation Unit.
- D. "County Risk Manager" refers to the individual currently holding that title within the Human Resources Department of the County of Riverside.
- E. "CONTRACTOR" refers to Path of Life Ministries, including its employees, agents, representatives, and services under this Agreement.
- F. "Critical Incident(s)" refers to any event that jeopardizes the safety of Customers, staff or facilities. Events may include, but are not limited to, physical altercations, fires, mandated reportable events (e.g. child abuse), etc.
- G. "Customer" shall mean any homeless person residing at the shelter at 2530 Third Street, Riverside.
- H. "DPSS" refers to the County of Riverside and its Department of Public Social Services.
- I. "Emergency Shelter" means that program designed to be the first step in a continuum of assistance to enable homeless individuals to become self-sufficient.
- J. "HHPWS" refers to Housing, Homelessness Prevention & Workforce Solutions which has administrative responsibility for this Agreement; for purpose of this Agreement, "HHPWS" and "County" may be used interchangeably.
- K. "HMIS" refers to Homeless Management Information System, a computerized data collection system designed to capture Customer-level information over time on the characteristics and service needs of men, women and children experiencing homelessness.
- L. "HUD" refers to the United States Department of Housing and Urban Development.
- M. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the CONTRACTOR with a SUBCONTRACTOR to furnish supplies, materials, equipment, and services for the performance of any of the T&C contained in this Agreement.
- N. "SUBCONTRACTOR" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the CONTRACTOR or another SUBCONTRACTOR.

II. HHPWS RESPONSIBILITIES

- A. HHPWS shall assign Coordination, Oversight, Reporting and Evaluation Region (CoC CORE) personnel to be the liaison between the CONTRACTOR and HHPWS.
- B. HHPWS shall monitor the performance of the CONTRACTOR in meeting the terms, conditions, and services in this Agreement. HHPWS, at its sole discretion, may monitor the performance of the CONTRACTOR through any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and CONTRACTOR self-monitoring.
- C. HHPWS shall coordinate with County Facilities Management so that County Facilities Management may provide or authorize the CONTRACTOR to handle maintenance and repairs to the shelter.

III. CONTRACTOR RESPONSIBILITIES

CONTRACTOR shall:

- A. Assign a liaison between the CONTRACTOR and HHPWS.
- B. Provide the following shelter services:
 - 1. Shelter
 - a. Maintain fifty (50) beds available for use as emergency shelter to families experiencing homelessness free of charge in the CONTRACTOR's Third Street shelter in Riverside, California. Customers shall be limited to a maximum stay of ninety (90) consecutive days or a limit of ninety (90) cumulative days within any consecutive six (6) month period. For up to twelve (12) beds, the CONTRACTOR will have the discretion to allow Customers to stay beyond the ninety (90) consecutive days or beyond the ninety (90) cumulative days in a consecutive six (6) month period based on need and for good cause, which must be documented and available for HHPWS' review.
 - b. Make available for each Customer bed linens and towels for showering. Linens and towels shall be washed in hot water and laundry detergent no less than once a week and upon the Customer's exit from the shelter. "Hot water" is defined as 120 degrees Fahrenheit.
 - c. Provide a sleeping space that is not less than two (2) feet in any direction from another Customer's sleeping space. Cots or beds with mattresses are preferable. Mats placed directly on the floor shall only be used as a bed of last resort. This condition may only be waived with prior HHPWS approval and proper documentation indicating compliance with applicable code and/or fire restrictions.
 - 2. Meals
 - a. Provide a morning and evening meal on site to all interested Customers on a daily basis. Drinking water shall be made available at all times. A copy of each week's menu shall be maintained on site by CONTRACTOR for HHPWS' review.
 - b. The morning meal shall include, at a minimum, hot and cold beverages and cereal or pastry.
 - c. The evening meal shall include, at a minimum, hot and cold beverages, meat and/or pasta, and vegetables and/or fruit.

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3. Assist all interested Customers with referral or access to services such as health care, social services, employment services, mainstream benefit programs (e.g., General Relief, Social Security, Supplemental Security Income, the Women, Infants and Children Nutrition Program, etc.), vocational services, legal assistance, etc.
4. Ensure that residents complete a daily sign-in sheet and intake, attached hereto and incorporated herein by this reference as Exhibit A. The sign-in sheet includes the Customer's name, both printed and signature, their date of birth and the last four (4) digits of their Social Security Number, if available. All documents must be completed legibly and maintained by the CONTRACTOR in accordance with Section IV.E. "Records, Inspections, and Audits."
5. Ensure that no drugs, alcohol, or weapons are allowed on the premises.
6. Maintain case files on each Customer that contains, at a minimum, detailed and legible case notes describing referrals made and progress gained during the Customer's stay at the shelter.
7. Maintain written records on site of the following for HHPWS' review:
 - a. Monthly drills to facilitate the evacuation of the shelter in case of fire or natural disaster.
 - b. Weekly random safety checks to ensure weapons and contraband items are not in the shelter.
8. Post shelter rules and guidelines in English and Spanish in a conspicuous place.
9. Ensure that Customers do not loiter nor deposit their belongings outside the shelter or in the neighboring vicinity as to disturb neighbors or neighboring property.
10. Prohibit entry into the shelter when there is a reasonable suspicion that the Customer is intoxicated and/or under the influence of an illicit substance.
11. Clear all Customers through the California Sexual Offenders Registry, located on the California Office of the Attorney General website: (<http://www.meganslaw.ca.gov>).
12. Provide Case Management Services to Customers of the shelter on a weekly basis at a minimum. Participation in a case management plan shall be a condition for admission for the following shelter services:
 - a. For shelter residents, compliance with an agreed upon case management plan is required for continued residency at the shelter.
 - b. Perform an intake and an assessment of Customer's needs and assign each Customer to a case manager who shall, together with the Customer, develop specific, comprehensive, and individualized services plan leading to self-sufficiency. Additionally, the case manager shall refer the Customer to all necessary supportive services that are not provided on-site.
 - c. Provide and/or coordinate with other agencies that provide the following services that include, but are not limited to:
 - Benefits advocacy
 - Life skills counseling and life skills training
 - Education
 - Personal care and hygiene and showers

- Physical and mental health treatment
- Substance abuse counseling
- Job readiness and job search
- Referrals to other supportive service providers

d. Allow participants to receive mail at the site.

13. Adequately staff the facility to administer the program. No less than two (2) staff members shall be on any one work shift while Customers are inside the shelter. Staff shall be trained at least annually on emergency first aid.

14. Participate in the Homeless Management Information System (HMIS). Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, and entering required Customer data on a regular basis.

HHPWS retains the rights to the HMIS and case management software application used in the operations of this property. HHPWS grants the Project Sponsor an exclusive perpetual license to use the HMIS software for the term of this Agreement.

15. Ensure that employees using HMIS for Customer intake capture all required data fields, as set forth in the HMIS Policies and Procedures Manual, which is located on the DPSS Coordination, Oversight, Reporting and Evaluation (CoC-CORE) website <http://dpss.co.riverside.ca.us/files/pdf/hmis/policies/2017/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf>

16. Complete and maintain in each Customer's paper case file the Emergency Shelter Grant Program Homelessness Eligibility Certification Form, attached hereto as **Exhibit B** and incorporated herein by this reference.

18. Coordinate with local schools to facilitate children's access to education.

19. Coordinate transportation to and from school for children of residents as necessary.

20. Participate in a program-effectiveness study should one be conducted.

21. Participate regularly in the Continuum of Care meetings.

22. Notify HHPWS, within a reasonable amount of time, of any Critical Incidents.

23. Notify HHPWS, in writing, if the number of beds and/or the "...quality of quantity..." of case management and supportive services is going to be altered anytime during the Agreement term. HHPWS must be notified of these changes at least thirty (30) days in advance of implementing changes or enhancements.

24. Register its agency and/or program, as funded by HHPWS, with 2-1-1 Riverside County, by faxing the 2-1-1 registration forms attached hereto as **Exhibits C and D**, respectively, and incorporated herein by these references, to (951) 686-7417. Registration is to take place at the time of execution of this Agreement, and updated on a quarterly basis, at minimum, if agency and/or program changes occur through the term of this Agreement.

The CONTRACTOR may contact 2-1-1 by one of the following methods:

| | |
|---------------------|--|
| Telephone | (951) 686-4402 Monday through Friday - 8:00 am to 5:00 pm |
| U.S. Postal Service | 2060 University Avenue, #212, Riverside, CA 92507 |
| E-mail | info@connectriverside.org |

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25. Assist HHP&WS in obtaining Midyear and End of Year reporting information that may include, but not be limited to:

- a. Total number of clients that received Social Security.
- b. Total number of clients that received CalFresh benefits.
- c. Total number of clients that attained employment.
- d. Total number of clients that had an increase in income.

IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total annual payments to CONTRACTOR under this Agreement shall not exceed:

| Fiscal Year Period | Maximum Annual Reimbursement Amount |
|-------------------------------------|-------------------------------------|
| July 23, 2011 through June 30, 2012 | \$375,900 |
| July 1, 2012 through June 30, 2013 | \$300,000 |
| July 1, 2013 through June 30, 2014 | \$400,000 |
| July 1, 2014 through June 30, 2015 | \$400,000 |
| July 1, 2015 through June 30, 2016 | \$400,000 |
| July 1, 2016 through June 30, 2017 | \$400,000 |
| July 1, 2017 through June 30, 2018 | \$400,000 |
| July 1, 2018 through June 30, 2019 | \$400,000 |
| July 1, 2019 through June 30, 2020 | \$447,040 |
| Total | \$3,522,940 |

B. COST OF SERVICE RATE

- 1. The CONTRACTOR shall be paid \$21.91 per bed for fifty (50) beds (whether occupied or not) per day for the term of this Agreement.
- 2. The CONTRACTOR shall be paid \$47,040 for the period of April 16, 2020 through May 15, 2020 to provide 24hr shelter services due to COVID-19 outbreak.

C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

- 1. All claims must be submitted on a monthly basis no later than thirty (30) calendar days after the end of each month in which the services were provided. All claims submitted in a timely manner and completed shall be processed within forty-five (45) working days of receipt by HHPWS and forwarded to the Auditor-Controller's office for payment.
- 2. The CONTRACTOR shall submit Daily Sign-in Sheets (Exhibit A) and 2076A (Exhibit E) following instructions set forth on the "Instructions for 2076A" (Exhibit F) with all requests for payment. Copies of these forms are attached hereto and incorporated herein by this reference.
- 3. Claims must be submitted each month. For months with no billing, a claim for zero dollars (\$0.00) must be submitted.
- 4. Each claiming period shall consist of a calendar month claiming period. CONTRACTOR invoice estimates for May and June are due no later than the 4th of June. Actual CONTRACTOR invoices for May and June are due no later than the 30th of July.

D. FINANCIAL RESOURCES

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The CONTRACTOR warrants that during the term of this Agreement, the CONTRACTOR shall retain sufficient financial resources necessary to perform all aspects of its obligations as described under this Agreement. Further, the CONTRACTOR warrants that there has been no adverse material change in the CONTRACTOR, parent, or subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the CONTRACTOR since the date of the most recent financial statements.

E. RECORDS, INSPECTIONS, AND AUDITS

1. The CONTRACTOR shall maintain actual receipts, auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The CONTRACTOR shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
2. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
3. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
4. Should the CONTRACTOR disagree with any audit conducted by HHPWS, the CONTRACTOR shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with HHPWS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The CONTRACTOR shall not be reimbursed by HHPWS for such an audit.
5. In the event the CONTRACTOR does not make available its books and financial records at the location where they are normally maintained, the CONTRACTOR agrees to pay all necessary and reasonable expenses, including legal fees, incurred by HHPWS in conducting such an audit.
6. If CONTRACTOR expends \$750,000 or more in a year in Federal funding, CONTRACTOR shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular A-133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

F. AVAILABILITY OF FUNDING

HHPWS' obligation for payment of this Agreement is contingent upon and limited by the availability of funds from which payment can be made. There shall be no legal liability for payment on the part of HHPWS unless funds are made available for such payment by the County Board of Supervisors. In the event funds are not forthcoming for any reason, HHPWS shall immediately notify CONTRACTOR in writing and this Agreement shall be deemed terminated and be of no further force or effect.

G. APPLYING FOR AVAILABLE FUNDING

The CONTRACTOR shall apply for and provide documentation to HHPWS of any additional funding that is available from any public or private source.

H. SUPPLANTATION

The CONTRACTOR 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. The CONTRACTOR shall not claim reimbursement from HHPWS for, or apply sums received from HHPWS, with respect to the portion of its obligations, which have been paid by another source of revenue. The CONTRACTOR 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 other State program or County funds under any other County program without prior approval of HHPWS.

I. DISALLOWANCE

In the event the CONTRACTOR receives payment for services under this Agreement which is later disallowed for nonconformance with the T&C herein by HHPWS, the CONTRACTOR shall promptly refund the disallowed amount to HHPWS on request, or at its option. HHPWS may offset the amount disallowed from any payment due to the CONTRACTOR under any agreement with HHPWS.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective from July 23, 2011 through June 30, 2020, unless terminated earlier as provided herein.

B. CONFLICT OF INTEREST

The CONTRACTOR, CONTRACTOR's employees and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

C. NOTICES

All notices, claims, correspondence, and/or statements, including invoices and other financial documents, authorized or required by this Agreement shall be addressed as follows:

HHPWS: Housing, Homelessness Prevention & Workforce Solutions
3403 10th St. Ste. 300
Riverside, CA 92501

CONTRACTOR: Path of Life Ministries
P.O. BOX 1445
Riverside, CA 92502

All reports shall be addressed as follows: jsgraham@rivco.org. If the CONTRACTOR does not have access to e-mailing, then the CONTRACTOR shall mail all reports to the physical address listed above.

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All mailed notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement addressed in any other fashion will not be acceptable.

D. CONFIDENTIALITY

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

E. EMPLOYMENT PRACTICES

1. The CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
2. In the provision of benefits, the CONTRACTOR shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
3. For the purpose of this section, "Domestic Partner" means one of two persons who has filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

F. RELIGIOUS PROHIBITION

There shall be no religious worship, instruction, or presentation as part of, or in connection with, the performance of this Agreement, including, but not limited to, requiring a Customer to

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attend any religious activity or instruction as a condition for receiving any services provided any this Agreement.

G. DISCLOSURE OF INFORMATION RELEVANT TO CUSTOMER SAFETY

As stipulated in Penal Code Section 11105.3, the CONTRACTOR agrees to notify HHPWS of any CONTRACTOR employee or volunteer staff who 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 supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult Customers. The procedures for notification are as follows:

- When such information becomes known to the CONTRACTOR, the CONTRACTOR shall immediately notify the HHPWS liaison concerning any arrests or convictions for anything other than minor traffic offenses or unsubstantiated allegations of child abuse of any paid employee or volunteer staff.
- In the event that notification is made, HHPWS will make the necessary contractual changes, up to and including termination of this Agreement.

Failure to notify HHPWS of the above is grounds for termination of this Agreement.

H. CHILD ABUSE REPORTING

If the CONTRACTOR is a mandated reporter under Penal Code Sections 11165 – 11174.3, the CONTRACTOR shall establish a procedure acceptable to HHPWS to ensure that all employees, volunteers, consultants, SUBCONTRACTORS or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in the Penal Code.

I. ELDER AND DEPENDENT ADULT ABUSE REPORTING

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

J. CUSTOMER CIVIL RIGHTS COMPLIANCE

1. Vendor Assurance of Compliance

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

2. Customer Complaints

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The CONTRACTOR shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County HHPWS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by CONTRACTOR's personnel. The CONTRACTOR must distribute to social service Customers that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at: <http://www.dss.ca.gov/odssweb/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Housing, Homelessness Prevention & Workforce Solutions
3403 10th St. Ste. 300
Riverside, CA 92501

3. Services, Benefits and Facilities

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

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

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

4. Cultural Competency

CONTRACTOR shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between Customers 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 Customer in both languages.

K. INSURANCE

Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the County harmless, the CONTRACTOR 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.

1. Worker's Compensation

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

2. Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage, covering claims which may arise from or out of the CONTRACTOR's performance of its obligations hereunder. Policy shall name, in the following manner, the "County of Riverside, its Agencies, Districts, and Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents or representatives as Additional Insureds." Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

3. Vehicle Liability

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

4. Professional Liability

If, at any time during the duration of this Agreement and any renewal or extension thereof, the CONTRACTOR, its employees, agents or SUBCONTRACTORS provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the CONTRACTOR shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this

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Agreement or the expiration or cancellation of the claims made insurance policy. CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

5. General Insurance Provisions

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A8) 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.
- b. The CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retentions unacceptable to the County, and at the election of the County Risk Manager, CONTRACTOR's carriers shall either: (1) reduce or eliminate such self-insured retentions as respects this Agreement with the County; or (2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
- c. The CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the County of Riverside with either: (1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; or (2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to HHPWS prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect.
- d. It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions, or self-insured programs shall not be construed as contributory.
- e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if,

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in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

- f. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of SUBCONTRACTOR CONTRACTORS working under this Agreement.
- g. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
- h. CONTRACTOR 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.

L. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of CONTRACTORS, all CONTRACTORS shall be licensed, if required, in accordance with the laws of this State and any CONTRACTOR not so licensed is subject to the penalties imposed by such laws.

The CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of Riverside, and all other appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

M. INDEPENDENT CONTRACTOR

It is understood and agreed that the CONTRACTOR is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR and/or CONTRACTOR's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of CONTRACTOR from the compensation payable to CONTRACTOR under the provision of this Agreement.

As an independent CONTRACTOR, CONTRACTOR hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the CONTRACTOR agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

N. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR 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 CONTRACTOR, its officers, employees, SUBCONTRACTORS, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR 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.

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

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

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

O. CUSTODIAN OF PROPERTY

1. As a result of carrying out this Agreement, the CONTRACTOR becomes the day-to-day custodian of the property associated with the subject of this Agreement. Such property shall include the land upon which the shelter is located, including, but not limited to:
 - a. Landscaping, walkways, parking, and stairs;
 - b. The building, including but not limited to all building systems such as heating, air conditioning, plumbing, electrical, and security;
 - c. All contents, including but not limited to furniture, computers, and all other articles of personal property.
2. As custodian of County of Riverside property, the CONTRACTOR shall take reasonable actions that would be expected of a responsible owner of real and personal property. Such actions shall include, but not be limited to, the inspection of the property every day of operation, noting any hazards, damage, needed maintenance, and security concerns.
3. A "hazard" is a physical condition of the premises that could cause physical injury to visitors, Customers, or staff. The CONTRACTOR shall take immediate action upon discovery to prevent any hazard(s) from causing damage to others, and such action taken shall be appropriate for the hazard(s) involved up to and including the evacuation and closure of the shelter until the hazard(s) is corrected. For most hazards discovered, immediate, minor actions can be taken to prevent injury such as, but not limited to: cordoning off an area, taping a rip in the carpet, posting warning signs, or closing off a room. Hazards that come to the attention of the CONTRACTOR should be reported to HHPWS after the CONTRACTOR has taken immediate, protective action. If, in the opinion of the CONTRACTOR, a reported hazard has not been corrected in a timely manner, the hazard should be reported to the County Risk Manager.
4. NOTE: This Section is not intended to be a blanket authorization for the CONTRACTOR to upgrade furniture, furnishings or fixtures, or make any alterations, improvements or additions unilaterally to the property, nor is the intent of this clause for the CONTRACTOR to spend funds not approved by the County of Riverside.
5. The CONTRACTOR shall advise HHPWS of minor damage and maintenance needs of the property and, like a responsible owner, the CONTRACTOR shall follow-up with regular reminders until the issues are resolved by the County of Riverside.

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6. The County will provide, or cause to be provided, and pay for all maintenance and repair services in connection with the property, such as the land, building, and other objects directly related to the property. The County is not responsible, nor will it pay, for the repair or replacement of any object not directly related to the property (for example, office equipment or office supplies or washers and dryers), or damage to any object caused by any event not directly caused by the actions of the County.
7. The CONTRACTOR shall pay for, when due, all claims for labor and materials for alterations, improvements or additions furnished to or for the CONTRACTOR at or for use in the property, and for all repairs to objects not directly related to the property, for example, office equipment and office supplies, etc.
8. In the event of serious damage to the property from any cause, including but not limited to fire, the CONTRACTOR shall first notify the appropriate emergency services and then notify HHPWS and the County Risk Manager. The CONTRACTOR shall, while awaiting emergency services and afterwards, protect all undamaged property with any means reasonably available and shall properly secure the remaining structure to prevent vandalism or any type of further damage. The CONTRACTOR shall cooperate with and provide claim related information requested by the County of Riverside's insurance company representatives after any loss.
9. The CONTRACTOR shall train the manager and staff of the shelter as to their duties as required herein and make sure they have the equipment, knowledge and training to respond correctly.

P. SUBCONTRACT FOR SERVICES

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

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and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

Q. ASSIGNMENT

The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of HHPWS. Any attempt to assign or delegate any interest hereunder shall be void and of no force or effect.

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

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

S. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. The parties agree to the terms and conditions the HIPAA Business Associated attached as Exhibit H.

T. DISPUTES

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

U. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event HHPWS elects to abandon, ~~to~~ definitely postpone, or terminate this Agreement, HHPWS shall make payment for all services performed up to the date that written notice was given in a prorated amount.

V. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California.

W. SANCTIONS

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

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1. Afford the CONTRACTOR a time period within which to cure the breach, the period of which shall be established at the sole discretion of HHPWS; and/or
2. Discontinue reimbursement to the CONTRACTOR for, and during the period in which the CONTRACTOR is in breach, the reimbursement of which the CONTRACTOR shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the CONTRACTOR but yet unpaid by HHPWS. HHPWS shall give the CONTRACTOR notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

X. CONTRACT TRANSITION PERIOD

The CONTRACTOR agrees:

1. To provide in a timely manner all information deemed necessary by HHPWS for use in subsequent contracting activities upon termination of this Agreement for any reason;
2. To cooperate with HHPWS during a transition period to ensure an orderly and seamless delivery of service to the homeless; and
3. To make available to HHPWS in a timely manner all file information regarding the homeless persons served, without additional cost to HHPWS or the new vendor, to ensure an orderly and seamless delivery of service to the homeless.

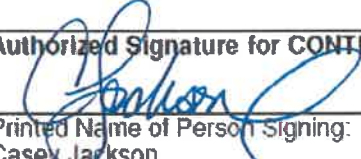
Y. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

Z. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

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

| | |
|---|--|
| Authorized Signature for County:  | Authorized Signature for CONTRACTOR:  |
| Printed Name of Person Signing: V. Manuel Perez | Printed Name of Person Signing: Casey Jackson |
| Title: Chairman, Board of Supervisors | Title: Interim CEO |
| Address: 4080 Lemon Street Riverside, CA 92501 | Address: P.O. Box 1445 Riverside, CA 92502 |
| Date Signed: 5/19/2020 | Date Signed: 4.29.2020 |

ATTEST:

KECIA R. HARPER, Clerk

By 

DEPUTY

Homeless Shelter Program

SHELTER:

The information contained herein is important to the continued funding of this program. It is an important source of information about the homeless. Please help us by obtaining complete information. THIS FORM or a COPY must be turned in with your request for reimbursement of this program expenses.

| | First Name | Last Name | Signature | Date | Social Security Number |
|----|------------|-----------|-----------|------|------------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| 11 | | | | | |

Exhibit B

Project Name: _____ File No.: _____

**EMERGENCY SHELTER GRANT PROGRAM
HOMELESSNESS ELIGIBILITY CERTIFICATION**
Project Year _____

Please Print
Name: _____

Address
or Mailing Address: _____

City & State: _____ Zip: _____

1) **CATEGORY:** I certify that I and/ my family [s] homeless under 42 U.S.C. § 11302 guidelines.

___ Homeless

or

___ Domestic Violence

2) **FAMILY SIZE** (check ONLY one): 1 2 3 4 5 6 7 8

3) **ETHNICITY:** (Select ONLY one out of the Single-race or Multi-race categories).

Single race category

- White American Indian/Alaskan Native
- Black/African American Native Hawaiian/Other Pacific Islander
- Asian

Multi-race category

- American Indian/Alaskan Native & White Asian & White
- Black/African American & White Hispanic/White
- Hispanic/Black/African American Hispanic/Asian
- Hispanic/American Indian/Alaskan Native Hispanic/Asian & White
- Hispanic/Native Hawaiian/Other Pacific Islander Hispanic/Black/African American & White
- Hispanic/American Indian/Alaskan Native & White
- American Indian/Alaskan Native & Black/African American
- Hispanic/American Indian/Alaskan Native & Black/African American
- Other Multi-race (ONLY if non-of-the-above categories identifies you).

4) **CERTIFICATION:**

I _____, on _____ (Date), hereby acknowledge that qualification for assistance funded under the ESG program is based upon actual homelessness or Homelessness Prevention assistance under 42 U.S.C. § 11302 or 42 U.S.C. § 11374(a), respectively. If I am seeking Homelessness Prevention assistance, I further hereby certify that I have a qualifying family income, and the income level that I have certified to in this self-certification is current as of the date signed and may be subject to further verification by the ESG sub-recipient, the County of Riverside, or HUD. I hereby authorize such verification and will provide supporting documentation if requested.

Exhibit B

Project Name: _____ File No.: _____

**CERTIFICACION de ELEGIBILIDAD de FALTA DE VIVIENDA
de PROGRAMA de BECA de REFUGIO de EMERGENCIA**

Proyecto Año _____

Nombre: _____

Dirección o la Dirección Postal: _____

Ciudad y Estado: _____ Código Postal: _____

1) **CATEGORIA:** Certifico eso [soy/mi familia es] sin hogar bajo 42 U. S. C. 11302 pautas, o necesitan ayuda de prevenir la falta de vivienda de acuerdo con 42 U. S. C. (Un).

- Sin Hogar
- or
- Violencia doméstica

2) **NUMERO DE FAMILIA (solamente uno):** 1 2 3 4 5 6 7 8

3) **ETNECIDAD:** (Solamente seleccione una de las categorías de razas/multi-razas la cual lo describe a usted).

Categoría de raza Individual

- White American Indian/Alaskan Native
- Black/African American Native Hawaiian/Other Pacific Islander
- Asian

Categoría de Multi-raza

- American Indian/Alaskan Native & White Asian & White
- Black/African American & White Hispanic/White
- Hispanic/Black/African American Hispanic/Asian
- Hispanic/American Indian/Alaskan Native Hispanic/Asian & White
- Hispanic/Native Hawaiian/Other Pacific Islander Hispanic/Black/African American & White
- Hispanic/American Indian/Alaskan Native & White
- American Indian/Alaskan Native & Black/African American
- Hispanic/American Indian/Alaskan Native & Black/African American
- Otro (solamente seleccione si ninguna de las categorías mencionadas se identifican con su itnicidad)

4) **BENEFICIARIO:**

Yo, _____, en _____ (la fecha), por la presente reconozco que ese requisito para la ayuda financió bajo el programa de ESG es basado sobre la falta de vivienda verdadera o ayuda de Prevención de Falta de vivienda bajo 42 U. S. C. 11302 o 42 U. S. C. 11374(a), respectivamente. Si busco ayuda de Prevención de Falta de vivienda, yo aún más por la presente certifico que tengo un ingresos calificativos de la familia, y el nivel de ingresos que he certificado a en esta auto-certificación es actual al la fecha firmada y puede ser susceptible a la comprobación adicional por el sub-recipiente de ESG, el Condado de Ribera, o de HUD. Yo por la presente autorizo tal comprobación y proporcionaré sosteniendo la documentación si solicitado.

Exhibit B

Project Name: _____

File No.: _____

ESG Desk Guide Glossary

Homeless means as the term is defined in 42 U.S.C. 11302. "

- a. **IN GENERAL.** - For purposes of this Act, the term "homeless" or "homeless individual or homeless person" includes:
 - (1) an individual who lacks a fixed, regular, and adequate nighttime residence; and
 - (2) an individual who has a primary nighttime residence that is:
 - A) supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
 - B) a institution that provides a temporary residence for individuals intended to be institutionalized; or
 - C) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodations for human beings.
- b. **INCOME ELIGIBILITY.**- (1) **IN GENERAL.**-A homeless individual shall be eligible for assistance under any program provided by this Act, only if the individual complies with the income eligibility requirements otherwise applicable to such program
- c. **EXCLUSION.**- For purposes of this Act, the term "homeless" or "homeless individuals" does not include any individual imprisoned or otherwise detained under an Act of the Congress or a State law." (42 U.S.C. 11302)

<http://www.hud.gov/offices/cpd/homeless/library/esp/esgdeskguide/glossary.cfm>

Exhibit C

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



Riverside County Community Services Directory

AGENCY INFORMATION FORM

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

Agency Name: _____

List Aliases/ known abbreviations/ other names: _____

Physical Address: _____

City: _____ State: _____ Zip code: _____

Confidential location: Yes No

Handicap accessible? Yes No

Mailing Address: _____

City: _____ State: _____ Zip code: _____

Main Phone: _____ Alternative Phone: _____

Fax: _____ TDD/TYY: _____

Hotline: _____ Other: _____

Website: _____

E-mail: _____

Legal Status

- Private, non-profit
 Public-County
 Public-State
 Public-Federal
 Faith Based
 For Profit
 Other _____

Tax Classification:

Year of Incorporation: _____

Office Days and Hours: _____

Eligibility/ Target Population:

Agency Description: _____

Languages spoken other than English: _____

Agency Information
Page 1 of 2
Please complete both pages

Fees

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

Method of Payment

- Medi-Cal Cash Credit Cards Personal Check

Personnel

Agency Director: _____ Title: _____

Phone: _____ Email: _____

Contact Name: _____ Title: _____

Phone: _____ Email: _____

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

Submitted by: _____

Phone: _____

Date : _____



Volunteer Center of Riverside

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

Agency Information
 Page 2 of 2
 Please complete both pages

Exhibit D

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



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

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

Agency Name: _____

Program Name: _____

List Aliases/ known abbreviations/ other names: _____

Program Physical Address: _____

City: _____ State: _____ Zip code: _____

Confidential location: Yes No

Handicap accessible? Yes No

Mailing Address: _____

City: _____ State: _____ Zip code: _____

Program Phone: _____ Alternative Phone: _____

Fax: _____ TDD/TYY: _____

Hotline: _____ Other: _____

Website: _____

E-mail: _____

Program Days and Hours: _____

Program Description: _____

Eligibility/Target Population: _____

Program Information
Page 1 of 2
Please complete both pages

Intake/Application Procedure:

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

Documents Required: _____

Areas Served: (Please indicate specific areas program services)

Regions

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

Cities: _____

Zip Codes: _____

Fees:

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

Method of Payment

- Medi-Cal Cash Credit Cards Personal Check

Languages spoken other than English: _____

Personnel

Program Director: _____ Title: _____

Phone: _____ Email: _____

Contact Name: _____ Title: _____

Phone: _____ Email: _____

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

Submitted by: _____

Phone: _____

Date: _____



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

Program Information
 Page 2 of 2
 Please complete both pages

Exhibit E



COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

Exhibit Number:

To: Riverside County
Department of Public Social Services
Attn: Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

From:

| | | |
|-----------------|-------|----------|
| Remit to Name | | |
| Address | | |
| City | State | Zip Code |
| Contractor Name | | |
| Contract Number | | |

Total amount requested _____ for the period of _____ 20____

Select Payment Type(s) Below

| | |
|---|--|
| <input type="checkbox"/> Advance Payment \$ _____ (if allowed by Contract/MOU) | <input type="checkbox"/> Actual Payment \$ _____ (Same amount as 2076B if needed) |
| <input checked="" 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) | Purchase Order # (10) | Invoice # |
| Account (6) | Amount Authorized | |
| Fund (5) | If amount authorized is different from amount request, please explain. | |
| Dept ID (10) | | |
| Program (5) | Program (if applicable) | Date |
| Class (10) | Management Reporting Unit | Date |
| Project/Grant (15) | Contracts Administration Unit | Date |
| Vendor Code (10) | General Accounting Section | Date |

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

Path of Life Ministries

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

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

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

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

4.29.2020
Date 
Director's Signature

PO BOX 1445
Riverside, CA 92502
Address of Vendor/Recipient

Exhibit G

HIPAA Business Associate Agreement

Between the County of Riverside and Path of Life Ministries

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and CONTRACTOR and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and CONTRACTOR entered into the Underlying Agreement pursuant to which the CONTRACTOR provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to CONTRACTOR for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to CONTRACTOR or CONTRACTOR creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, CONTRACTOR is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to CONTRACTOR as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by CONTRACTOR during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to

time.

1. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
1. Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
 - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
 - (c) Whether the PHI was actually acquired or viewed; and
 - (d) The extent to which the risk to the PHI has been mitigated.
 - (2) Breach excludes:
 - (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
 2. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a SUBCONTRACTORCONTRACTOR that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
 3. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
 4. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
 5. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.

6. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
 7. "Health care operations" has the meaning given such term in 45 CFR §164.501.
 8. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
 9. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
 10. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
 11. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
 12. "Required by law" has the meaning given such term in 45 CFR §164.103.
 13. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
 14. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
 15. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
 16. "SUBCONTRACTORCONTRACTOR" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
 17. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).
1. **Scope of Use and Disclosure by CONTRACTOR of County's PHI and/or ePHI.**
 1. Except as otherwise provided in this Addendum, CONTRACTOR may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of CONTRACTOR under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
 2. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), CONTRACTOR may:
 1. Use PHI and/or ePHI if necessary for CONTRACTOR's proper management and administration and to carry out its legal responsibilities; and,
 2. Disclose PHI and/or ePHI for the purpose of CONTRACTOR's proper management and administration or to carry out its legal responsibilities, only if:

1. The disclosure is required by law; or,
2. CONTRACTOR obtains reasonable assurances, in writing, from the person to whom CONTRACTOR will disclose such PHI and/or ePHI that the person will:
 1. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which CONTRACTOR disclosed it to the person, or as required by law; and,
 2. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 3. Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 4. De-identify all PHI and/or ePHI of County received by CONTRACTOR under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
 5. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.
1. **Prohibited Uses and Disclosures.**
 1. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
 2. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
 3. CONTRACTOR agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
 4. CONTRACTOR shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. CONTRACTOR agrees:
 1. Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 2. Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 3. Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 4. Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR

§164.508(a)(4). This prohibition shall not apply to payment by County to CONTRACTOR for services provided pursuant to the Underlying Agreement.

1. **Obligations of County.**

1. County agrees to make its best efforts to notify CONTRACTOR promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect CONTRACTOR's ability to perform its obligations under the Underlying Agreement, or this Addendum.
2. County agrees to make its best efforts to promptly notify CONTRACTOR in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect CONTRACTOR's ability to perform its obligations under the Underlying Agreement, or this Addendum.
3. County agrees to make its best efforts to promptly notify CONTRACTOR in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect CONTRACTOR's use or disclosure of PHI and/or ePHI.
4. County agrees not to request CONTRACTOR to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
5. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that CONTRACTOR can perform its obligations under this Addendum and/or Underlying Agreement.

1. **Obligations of CONTRACTOR.** In connection with the use or disclosure of PHI and/or ePHI, CONTRACTOR agrees to:

1. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). CONTRACTOR shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
2. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. CONTRACTOR shall promptly notify County if CONTRACTOR is required by law to disclose PHI and/or ePHI.
3. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
4. Mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI and/or ePHI by CONTRACTOR in violation of this Addendum.
5. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
6. In accordance with 45 CFR §164.502(e)(1)(ii), require that any SUBCONTRACTOR/CONTRACTORS that create, receive, maintain, transmit or access PHI on behalf of the CONTRACTOR agree through contract to the same restrictions and conditions that apply to CONTRACTOR with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
7. Make available to County or the Secretary, in the time and manner designated by County or Secretary, CONTRACTOR's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by CONTRACTOR on behalf of County, for purposes of determining, investigating or auditing CONTRACTOR's and/or County's compliance with the Privacy Rule.

8. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
9. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which CONTRACTOR shall promptly notify County upon CONTRACTOR's receipt of such request from a third party.
10. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
11. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
12. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
13. Comply with the requirements of the Privacy Rule that apply to the County to the extent CONTRACTOR is to carry out County's obligations under the Privacy Rule.
14. Take reasonable steps to cure or end any pattern of activity or practice of its SUBCONTRACTOR of which CONTRACTOR becomes aware that constitute a material breach or violation of the SUBCONTRACTOR's obligations under the business associate contract with CONTRACTOR, and if such steps are unsuccessful, CONTRACTOR agrees to terminate its contract with the SUBCONTRACTOR if feasible.
 1. **Access to PHI, Amendment and Disclosure Accounting.** CONTRACTOR agrees to:
 1. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
 2. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
 3. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if CONTRACTOR uses or maintains electronic health records. CONTRACTOR shall:
 1. Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 2. Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 3. Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

1. **Security of ePHI.** In the event County discloses ePHI to CONTRACTOR or CONTRACTOR needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, CONTRACTOR shall:
 1. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that CONTRACTOR creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
 2. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
 3. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 4. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 5. Ensure compliance with the Security Rule by CONTRACTOR's workforce;
 6. In accordance with 45 CFR §164.308(b)(2), require that any SUBCONTRACTORS that create, receive, maintain, transmit, or access ePHI on behalf of CONTRACTOR agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
 7. Report to County any security incident of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 8. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
 1. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, CONTRACTOR shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
 1. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, CONTRACTOR shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
1. **Breaches treated as discovered.** A breach is treated as discovered by CONTRACTOR as of the first day on which such breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of CONTRACTOR (determined in accordance with the federal common law of agency).
2. **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by CONTRACTOR:
 1. The identification of each individual whose unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired, used or disclosed during the breach;

2. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
3. A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
4. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
5. A brief description of what CONTRACTOR is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
6. Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
7. **Cooperation.** With respect to any breach of unsecured PHI reported by CONTRACTOR, CONTRACTOR shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
8. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, CONTRACTOR shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
9. **Delay of notification authorized by law enforcement.** If CONTRACTOR delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, CONTRACTOR shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
10. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the CONTRACTOR's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, CONTRACTOR agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish CONTRACTOR's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
11. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event CONTRACTOR's use or disclosure of PHI and/or ePHI violates the Privacy Rule, CONTRACTOR shall maintain documentation sufficient to demonstrate that all notifications were made by CONTRACTOR as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including CONTRACTOR's completed risk assessment and investigation documentation.
12. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

1. CONTRACTOR agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
2. CONTRACTOR agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after CONTRACTOR detects such incident. CONTRACTOR further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

1. Hold Harmless/Indemnification.

1. CONTRACTOR agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, SUBCONTRACTORS, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, SUBCONTRACTORS, agents or representatives from this Addendum. CONTRACTOR shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
2. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their 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 CONTRACTOR's indemnification to County as set forth herein. CONTRACTOR's obligation to defend, indemnify and hold harmless County shall be subject to County having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR's expense, for the defense or settlement thereof. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
3. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
4. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying County to the fullest extent allowed by law.
5. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
 1. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to CONTRACTOR, or created or received by CONTRACTOR on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy

PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

2. Termination.

1. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
 1. Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
 2. Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
 3. If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

4. Effect of Termination.

1. Upon termination of this Addendum, for any reason, CONTRACTOR shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the CONTRACTOR on behalf of County, and, in the event of destruction, CONTRACTOR shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of SUBCONTRACTORS or agents of CONTRACTOR. CONTRACTOR shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
2. In the event that CONTRACTOR determines that returning or destroying the PHI and/or ePHI is not feasible, CONTRACTOR shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by CONTRACTOR that return or destruction of PHI and/or ePHI is not feasible, CONTRACTOR shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as CONTRACTOR maintains such PHI and/or ePHI.

3. General Provisions.

1. **Retention Period.** Whenever CONTRACTOR is required to document or maintain documentation pursuant to the terms of this Addendum, CONTRACTOR shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
2. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
3. **Survival.** The obligations of CONTRACTOR under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
4. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
5. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.

6. Interpretation of Addendum.

1. This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
2. Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
3. **Notices to County.** All notifications required to be given by CONTRACTOR to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by CONTRACTOR pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer:

HIPAA Privacy Manager

County HIPAA Privacy Officer Address:

26520 Cactus Avenue,
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6471

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LICENSE

(County of Riverside and Path of Life Ministries,
2530 3rd St., Riverside, California)

COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein called "County", hereby grants to Path of Life Ministries, a California non-profit corporation, herein called "Licensee", a License to use the property herein called "Premises", described below upon the following terms and conditions:

1. Purpose and Scope.

(a) County hereby authorizes Licensee to occupy the Premises consisting of furnished space located at 2530 3rd St., Riverside, California, as shown on the attached Exhibits "A" and "A-1" and in conjunction with the Emergency Shelter Program Professional Services Agreement between Riverside County Department of Public Social Services (DPSS) and Path of Life Ministries attached as Exhibit "C".

(b) It is expressly understood and agreed to by the parties hereto that by authorizing occupancy at the location described in Paragraph 1(a) herein for the sole purpose of providing emergency shelter, meals, case management, and outreach services to the homeless in the County of Riverside. As set forth in the Professional Services Agreement attached hereto as Exhibit "C", no estate or interest in real property is being conveyed to Licensee by County and that the right of use acquired is only an exclusive, revocable and unassignable permission and privilege to occupy in accordance with the provisions of this License. Should any terms and conditions of this License be inconsistent with Exhibit C, Section V.O. of the Professional Services Agreement, the terms of this License shall prevail.

2. Term.

(a) The Term of this License shall be effective and commence upon full execution by both parties and expire June 30, 2020. Said expiration date coincides with the expiration date of the Emergency Shelter Program Professional Services

1 Agreement between Riverside County Department of Public Social Services and Path
2 of Life Ministries.

3 (b) Any holding over by Licensee after the expiration of said Term or
4 any extension thereof shall be deemed a month to month tenancy upon the same
5 terms and conditions of this License.

6 3. Consideration. Licensee's consideration for occupancy of the Premises
7 shall be the form of community outreach of assisting homeless families with emergency
8 homeless shelter and associated case management services as outlined in the
9 attached Exhibit "C".

10 4. Licensee's Hours of Operation/Access:

11 (a) Days of Operation: 365 days

12 (b) Hours of Operation: 24/7 facility

13 5. Maintenance.

14 (a) County shall provide, with reimbursement by DPSS, all necessary
15 maintenance and repairs to the Premises, including but not limited to HVAC, water,
16 plumbing, electrical, fire, and roof. Licensee shall provide maintenance and repairs to
17 all furniture, fixtures, and personal property.

18 (b) Licensee or Licensee's clients, invitees, and employees shall be
19 responsible for any damage to County-owned property and Premises, including, but
20 not limited to, HVAC, water, plumbing, electrical and fire that are due to Licensee's
21 neglect including appurtenant equipment and fixtures, ordinary wear and tear
22 excepted.

23 6. Custodial. Licensee shall provide or contract for custodial services at
24 Licensee's expense and oversight to include, but not limited to, the following:

25 Daily:

26 1. Trash removal from interior and exterior areas.

27 2. Restrooms: Clean and sanitize all toilets, sinks, showers, faucets and
28 floors. Refill soap dispensers.

1 3. Kitchen: Clean and sanitize all counters, cook surfaces, sink areas and
2 floors.

3 4. Lobby/Common Areas: General cleaning to include sweeping or wet
4 mopping of floors.

5
6 Weekly:

7 1. Dust all surfaces, including sills, ledges, shelves, locker and cabinet tops.

8 Monthly:

9 1. Spot clean walls, door jambs where needed.

10 Quarterly:

11 1. Deep cleans floors when applicable.

12 Semi-Annually:

13 1. Machine scrub restrooms.

14 2. Interior and exterior windows.

15 In addition, County, upon request by Licensee, will provide a cost estimate in
16 advance for occasional custodial services requested to be performed by County.

17 7. **Utilities.** Licensee shall provide all utilities in connection with the
18 operation of the Premises, including water, refuse, sewer, gas and electrical services.

19 8. **Signs.** Licensee shall not erect, maintain or display any signs or other
20 forms of advertising on the Premises without first obtaining the written approval of the
21 County.

22 9. **Parking.** In addition to the parking shown on the attached Exhibit "A-1",
23 Licensee shall be provided six (6) designated parking stalls within the County parking
24 lot as shown on the attached Exhibit "B" for administrative use by Licensee's staff.
25 Access into the parking lot by Licensee's clients or others not designated is strictly
26 prohibited and may result in the cancellation of parking access and use by Licensee.

27 10. **Security.** All security and security systems currently installed are the
28 property of and shall be maintained by Path of Life Ministries.

1 **11. Improvements:** County DPSS received a 2018 Continuum of Care
 2 award from the State of California Business Consumer Services and Housing Agency
 3 (BCSH). The Homeless Emergency Aid Program (HEAP) grant of \$1,104,921.36 is
 4 being utilized for capital improvements of the premises. Project improvement oversight
 5 is provided by the Economic Development Agency on behalf of DPSS and Path of Life
 6 Ministries. Work is currently underway to be completed in 2020.

7 **12. Inspection of Premises.** County, through its duly authorized agents,
 8 shall have the right to enter the Premises for the purpose of inspecting, monitoring, and
 9 evaluating the obligations of Licensee hereunder and for the purpose of doing any and
 10 all things which it is obligated and has a right to do under this License.

11 **13. Ingress and Egress.** Licensee shall be permitted ingress and egress to
 12 and from the Premises only through such doors and routes as are designated by
 13 County.

14 **14. Compliance with Government Regulation.** Licensee shall comply with
 15 the requirements of all local, state and federal statutes, regulations, rules, ordinances
 16 and orders now in force or which may be hereafter in force, pertaining to its operation.
 17 Licensee is to secure, at no cost to the County, all necessary licenses, permits, as
 18 required by law. The final judgment, decree or order of a court of competent
 19 jurisdiction, or the admission of Licensee in any action or proceedings against
 20 Licensee, whether Licensee be a party thereto or not, that Licensee has violated any
 21 such statutes, regulations, rules, ordinances or orders, in the use of the licensed
 22 Premises, shall be conclusive of that fact as between County and Licensee.

23 **15. Termination of License.** Upon default by either party under this
 24 License, the non-defaulting party shall give the defaulting party written notice thereof
 25 and a reasonable opportunity to cure, not to exceed 15 days (unless, and agreed by
 26 both parties, the cure reasonably requires more than 15 days to cure in which case the
 27 default shall be cured as soon as reasonably possible and without delay).

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1 Notwithstanding the foregoing paragraph, County shall have the right to
 2 immediately terminate this License (without providing Licensee an opportunity to cure
 3 for any of the following reasons:

4 (a) In the event a petition is filed for voluntary or involuntary
 5 bankruptcy for the adjudication of Licensee as debtors.

6 (b) In the event that Licensee makes a general assignment of
 7 Licensee's interest hereunder, or Licensee's interest hereunder is assigned
 8 involuntarily or by operation of law, for the benefit of creditors.

9 (c) In the event of abandonment of the Premises by Licensee.

10 The agreement may be terminated without cause by either party giving
 11 thirty (30) days written notification to the other party.

12 **16. Insurance.** Without limiting or diminishing the Licensee's obligation to
 13 indemnify or hold the County harmless, Licensee shall procure and maintain or cause
 14 to be maintained, at its sole cost and expense, the following insurance coverages
 15 during the term of this License. As respects to the insurance section only, the County
 16 herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and
 17 Departments, their respective directors, officers, Board of Supervisors, employees,
 18 elected or appointed officials, agents or representatives as Additional Insureds.

19 A. Workers' Compensation:

20 If the Licensee has employees as defined by the State of California, the
 21 Licensee shall maintain statutory Workers' Compensation Insurance (Coverage A) as
 22 prescribed by the laws of the State of California. Policy shall include Employers'
 23 Liability (Coverage B) including Occupational Disease with limits not less than
 24 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation
 25 in favor of The County of Riverside.

26 B. Commercial General Liability:

27 Commercial General Liability insurance coverage, including but not
 28 limited to, premises liability, unmodified contractual liability, products and completed

1 operations liability, personal and advertising injury, and cross liability coverage,
2 covering claims which may arise from or out of Licensee's performance of its
3 obligations hereunder. Policy shall name the County as Additional Insured. Policy's
4 limit of liability shall not be less than \$1,000,000 per occurrence combined single limit.
5 If such insurance contains a general aggregate limit, it shall apply separately to this
6 agreement or be no less than two (2) times the occurrence limit.

7 C. Vehicle Liability:

8 If vehicles or mobile equipment are used in the performance of the
9 obligations under this Agreement, then Licensee shall maintain liability insurance for all
10 owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000
11 per occurrence combined single limit. If such insurance contains a general aggregate
12 limit, it shall apply separately to this agreement or be no less than two (2) times the
13 occurrence limit. Policy shall name the County as Additional Insureds.

14 D. General Insurance Provisions - All lines:

15 1) Any insurance carrier providing insurance coverage hereunder shall
16 be admitted to the State of California and have an A M BEST rating of not less than A:
17 VIII (A:8) unless such requirements are waived, in writing, by the County Risk
18 Manager. If the County's Risk Manager waives a requirement for a particular insurer
19 such waiver is only valid for that specific insurer and only for one policy term.

20 2) The Licensee must declare its insurance self-insured retention for
21 each coverage required herein. If any such self-insured retention exceed \$500,000 per
22 occurrence each such retention shall have the prior written consent of the County Risk
23 Manager before the commencement of operations under this Agreement. Upon
24 notification of self-insured retention unacceptable to the County, and at the election of
25 the County's Risk Manager, Licensee carriers shall either; 1) reduce or eliminate such
26 self-insured retention as respects this Agreement with the County, or 2) procure a bond
27 which guarantees payment of losses and related investigations, claims administration,
28 and defense costs and expenses.

1 3) Licensee shall cause Licensee's insurance carrier(s) to furnish the
2 County of Riverside with either 1) a properly executed original Certificate(s) of
3 Insurance and certified original copies of Endorsements effecting coverage as required
4 herein, and 2) if requested to do so orally or in writing by the County Risk Manager,
5 provide original Certified copies of policies including all Endorsements and all
6 attachments thereto, showing such insurance is in full force and effect. Further, said
7 Certificate(s) and policies of insurance shall contain the covenant of the insurance
8 carrier(s) that a minimum of thirty (30) days written notice shall be given to the County
9 of Riverside prior to any material modification, cancellation, expiration or reduction in
10 coverage of such insurance. If Licensee's insurance carrier(s) policies does not meet
11 the minimum notice requirement found herein, Licensee shall cause Licensee's
12 insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

13 4) In the event of a material modification, cancellation, expiration, or
14 reduction in coverage, this Agreement shall terminate forthwith, unless the County of
15 Riverside receives, prior to such effective date, another properly executed original
16 Certificate of Insurance and original copies of endorsements or certified original
17 policies, including all endorsements and attachments thereto evidencing coverage's set
18 forth herein and the insurance required herein is in full force and effect. Licensee shall
19 not commence operations until the County has been furnished original Certificate (s) of
20 Insurance and certified original copies of endorsements and if requested, certified
21 original policies of insurance including all endorsements and any and all other
22 attachments as required in this Section. An individual authorized by the insurance
23 carrier to do so on its behalf shall sign the original endorsements for each policy and
24 the Certificate of Insurance.

25 5) It is understood and agreed to by the parties hereto that the
26 Licensee insurance shall be construed as primary insurance, and the County's
27 insurance and/or deductibles and/or self-insured retention's or self-insured programs
28 shall not be construed as contributory.

1 6) If, during the term of this Agreement or any extension thereof, there
2 is a material change in the scope of services; or, there is a material change in the
3 equipment to be used in the performance of the scope of work; or, the term of this
4 Agreement, including any extensions thereof, exceeds five (5) years; the County
5 reserves the right to adjust the types of insurance and the monetary limits of liability
6 required under this Agreement, if in the County Risk Management's reasonable
7 judgment, the amount or type of insurance carried by the Licensee has become
8 inadequate.

9 7) Licensee shall pass down the insurance obligations contained
10 herein to all tiers of subcontractors working under this Agreement.

11 8) The insurance requirements contained in this Agreement may be met
12 with a program(s) of self-insurance acceptable to the County.

13 9) Licensee agrees to notify County of any claim by a third party or
14 any incident or event that may give rise to a claim arising from the performance of this
15 Agreement.

16 10) Licensee shall cause its insurance carriers to furnish the County by
17 direct mail with Certificate(s) of Insurance showing that such insurance is in full force
18 and effect, and that County is named as Additional Insured with respect to this License
19 and the obligations of Licensee hereunder. Licensee shall not take possession or
20 otherwise use the licensed Premises until County has been furnished with Certificate(s)
21 of Insurance as otherwise required in this Paragraph 16.

22 **17. Hold Harmless Indemnification.**

23 (a) Licensee represents that it has inspected the Premises, accepts
24 the condition thereof and fully assumes any and all risks incidental to the use thereof.
25 County shall not be liable to Licensee, its officers, agents, employees, subcontractors
26 or independent contractors for any personal injury or property damage suffered by
27 them which may result from hidden, latent or other dangerous conditions, in, on, upon
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1 or within the licensed Premises, provided, however, that such dangerous conditions
2 are not caused by the sole negligence of County, its officers, agents or employees.

3 (b) Licensee shall indemnify and hold harmless the County of
4 Riverside, its Agencies, Districts, Special Districts and Departments, their respective
5 directors, officers, Board of Supervisors, elected and appointed officials, employees,
6 agents and representatives (individually and collectively hereinafter referred to as
7 Indemnitees) from any liability whatsoever, based or asserted upon any services of
8 Licensee, its officers, employees, subtenants, agents or representatives arising out of
9 or in any way relating to this License, including but not limited to property damage,
10 bodily injury, or death or any other element of damage of any kind or nature
11 whatsoever arising from the performance of Licensee, its officers, employees,
12 subtenants, agents or representatives Indemnitors from this License. Licensee shall
13 defend, at its sole expense, all costs and fees including, but not limited, to attorney
14 fees, cost of investigation, defends and settlements or awards, the Indemnitees in any
15 claim or action based upon such alleged acts or omissions

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

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

25 The specified insurance limits required in this License shall in no way limit
26 or circumscribe Licensee's obligations to indemnify and hold harmless the Indemnities
27 herein from third party claims.

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1 In the event there is conflict between this clause and California Civil Code
2 Section 2781, this clause shall be interpreted to comply with Civil Code 2782. Such
3 Interpretation shall not relieve the Licensee from indemnifying the Indemnitees to the
4 fullest extent allowed by law.

5 **18. Assignment.** Licensee cannot assign, sublet, mortgage, hypothecate or
6 otherwise transfer in any manner any of its rights, duties, or obligations hereunder to
7 any person or entity without the written consent of County being first obtained, which
8 consent shall be in the absolute discretion of County. In the event of any such transfer,
9 as provided in this Paragraph, Licensee expressly understands and agrees that it shall
10 remain liable with respect to any and all of the obligations and duties contained in this
11 License.

12 **19. Toxic Materials.** During the term of the License and any extensions
13 thereof, Licensee shall not violate any federal, state, or local law, ordinance or
14 regulation, relating to industrial hygiene or to the environmental condition on, under or
15 about the licensed Premises, including, but not limited to, soil and groundwater
16 conditions.

17 Further, Licensee and its successors, assigns and sub-licensees, shall not use,
18 generate, manufacture, produce, store or dispose of on, under or about the Premises,
19 or transport to or from the licensed Premises, any flammable explosives, asbestos,
20 radioactive materials, hazardous wastes, toxic substances or related injurious
21 materials, whether injurious by themselves or in combination with other materials
22 (collectively, hazardous substances, hazardous materials, or toxic substances) in the
23 Comprehensive Environmental Response, Compensation and Liability Act of 1980, as
24 amended, 42 U.S.C. Section 9601, et seq; the Hazardous Materials Transportation Act,
25 49 U.S.C. Section 1801, et seq; the Resource Conservation and Recovery Act, 42
26 U.S.C. Section 6901, et seq; and those substances defined as Hazardous Wastes in
27 Section 25117 of the California Health and Safety Code or as Hazardous Substances
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1 in Section 25316 of the California Health and Safety Code; and in the regulations
2 adopted in publications promulgated pursuant to said laws.

3 **20. Free From Liens.** Licensee shall pay, when due, all sums of money that
4 may become due for any labor, services, material, supplies, or equipment, alleged to
5 have been furnished or to be furnished to Licensee, in, upon or about the licensed
6 Premises, and which may be secured by a mechanic's, materialman's or other lien
7 against the Premises or County's interest therein, and will cause each such lien to be
8 fully discharged and released at the time the performance of any obligation secured by
9 such lien matures or becomes due; provided, however, that if Licensee desires to
10 contest any such lien, it may do so, but notwithstanding any such contest, if such lien
11 shall be reduced to final enforcement thereof is not promptly stayed, or if so stayed,
12 and said stay thereafter expires, then and in such event, Licensee shall forthwith pay
13 and discharge said judgment.

14 **21. Employees and Agents of Licensee.** It is understood and agreed that
15 all persons hired or engaged by Licensee shall be considered to be employees or
16 agents only of Licensee and not of County.

17 **22. Binding on Successors.** Licensee, its assigns and successors in
18 interest, shall be bound by all the terms and conditions contained in this License, and
19 all the parties thereto shall be jointly and severally liable hereunder.

20 **23. Waiver of Performance.** No waiver by County at any time of any of the
21 terms and conditions of this License shall be deemed or construed as a waiver at any
22 time thereafter of the same or of any other terms or conditions contained herein or of
23 the strict and timely performance of such terms and conditions.

24 **24. Severability.** The invalidity of any provision in this License as
25 determined by a court of competent jurisdiction shall in no way affect the validity of any
26 other provision hereof.

27 **25. Venue.** Any action at law or in equity brought by either of the parties
28 hereto for the purpose of enforcing a right or rights provided for by this License shall be

1 tried in a court of competent jurisdiction in the County of Riverside, State of California,
2 and the parties hereby waive all provisions of law providing for a change of venue in
3 such proceedings to any other county.

4 **26. Notices.** Any notice required or desired to be served by either party
5 upon the other shall be addressed to the respective parties as set forth below:

| | | |
|----|--------------------------------------|------------------------------|
| 6 | <u>COUNTY:</u> | <u>LICENSEE:</u> |
| 7 | County of Riverside | Path of Life Ministries |
| 8 | Economic Development Agency | 1240 Palmyrita Ave., Suite A |
| 9 | 3403 Tenth Street, Suite 400 | Riverside, CA 92501 |
| 10 | Riverside, California 92501 | ATTN: Director |
| 11 | ATTN: Deputy Director of Real Estate | |

12 or to such other addresses as from time to time shall be designated by the respective
13 parties.

14 **27. Permits, Licenses and Taxes.** Licensee shall secure and maintain, at
15 its expense, all necessary permits and licenses as it may be required to obtain and/or
16 hold, and Licensee shall pay for all fees and taxes levied or required by any authorized
17 public entity. Licensee recognizes and understands that this License may create a
18 possessory interest subject to property taxation and that Licensee may be subject to
19 the payment of property taxes levied on such interest.

20 **28. Paragraph Headings.** The Paragraph headings herein are for the
21 convenience of the parties only, and shall not be deemed to govern, limit, modify or in
22 any manner affect the scope, meaning or intent of the provisions or language of this
23 License.

24 **29. County's Representative.** County hereby appoints the Assistant County
25 Executive Officer/ECD as its authorized representative to administer this License.

26 **30. Agent for Service of Process.** It is expressly understood and agreed
27 that in the event Licensee is not a resident of the State of California or it is an
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1 association or partnership without a member or partner resident of the State of
 2 California, or it is a foreign corporation, then in any such event, Licensee shall file with
 3 County's Assistant County Executive Officer/ECD, upon its execution hereof, a
 4 designation of a natural person residing in the State of California, giving his or her
 5 name, residence and business addresses, as its agent for the purpose of services of
 6 process in any court action arising out of or based upon this License, and the delivery
 7 to such agent of a copy of any process in any such action shall constitute valid service
 8 upon Licensee. It is further expressly understood and agreed that if for any reason
 9 service of such process upon such agent is not feasible, then in such event Licensee
 10 may be personally served with such process out of this County and that such service
 11 shall constitute valid service upon Licensee. It is further expressly understood and
 12 agreed that Licensee is amenable to the process so served, submits to the jurisdiction
 13 of the court so obtained and waives any and all objections and protests thereto.

14 **31. Licenses and Permits.** In accordance with the provisions of Chapter 9
 15 of Division 3 of the Business and Professions code concerning the licensing of
 16 Contractors, all Contractors shall be licensed, if required, in accordance with the laws
 17 of this State and any Contractor not so licensed is subject to the penalties imposed by
 18 such laws. The Licensee warrants that it has all necessary permits, approvals,
 19 certificates, waivers, and exemptions necessary for the provision of services hereunder
 20 and required by the laws and regulations of the United States, State of California, the
 21 County of Riverside and all other appropriate governmental agencies, and shall
 22 maintain these throughout the term of this License.

23 **32. Confidentiality.** The Licensee shall maintain the confidentiality of all
 24 information and records pertaining to privacy and confidentiality, and comply with all
 25 other statutory laws and regulations relating to privacy and confidentiality.

26 **33. Entire License.** This License is intended by the parties hereto as a final
 27 expression of their understanding with respect to the subject matter hereof and as a
 28 complete and exclusive statement of the terms and conditions thereof and supersedes

1 any and all prior and contemporaneous licenses, agreements, and understandings.
2 oral or written, in connection therewith. The License may be changed or modified only
3 upon the written consent of the parties hereto.

4 **34. Assistant County Executive Officer/ECD Authority.** The authority for
5 the Assistant County Executive Officer/ECD to execute this License is contained in
6 Ordinance No. 861.1 approved by the Board of Supervisors September 24, 2013.

7 **35. Approval.** This License shall not be binding or consummated until its
8 approval by the Assistant County Executive Officer/ECD.

9 Dated: _____


11 **County of Riverside**, a political
12 subdivision of the State of California

Path of Life Ministries, a California
non-profit corporation

13 By: 
14 Robert Field
15 Assistant County Executive Officer
16 Economic and Community Development

By: 
Casey Jackson
Interim Chief Executive Officer

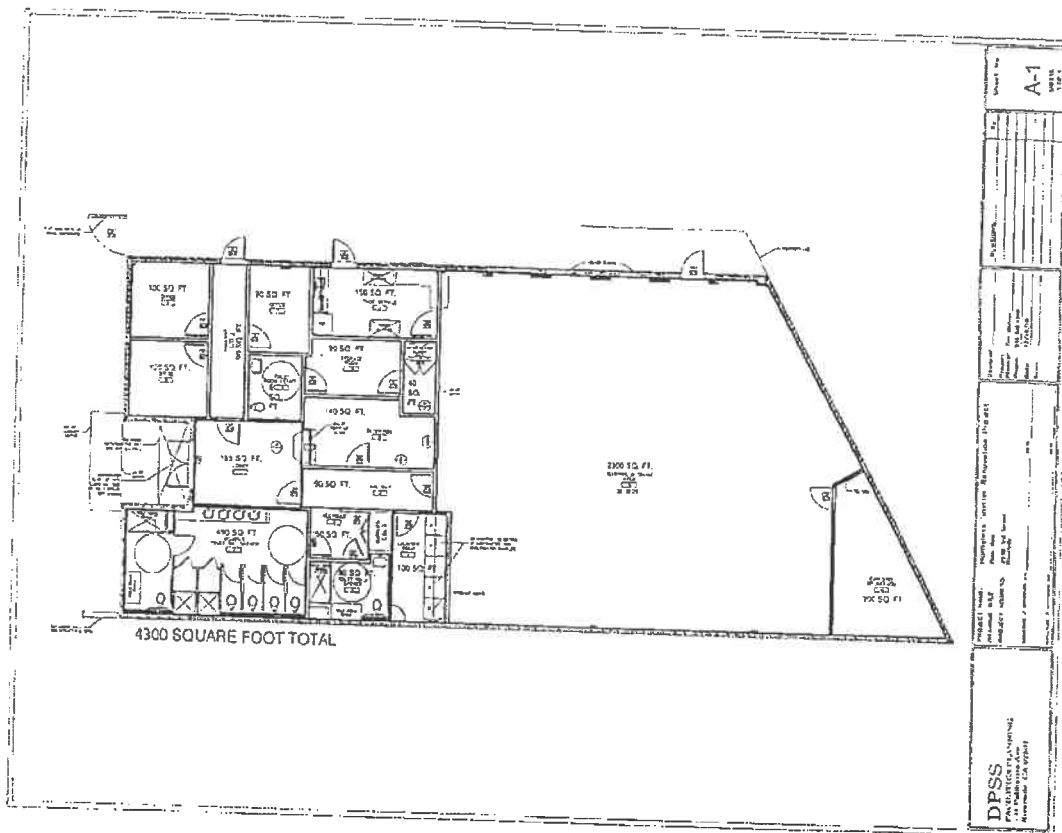
17 By: 
18 Sarah Mack
19 Assistant County Executive Officer/Director
20 Department of Public Social Services

By: 
Melina Boswell, Secretary

21 APPROVED AS TO FORM:
22 Gregory P. Priamos, County Counsel

23 By: 
24 Wesley Stanfield
25 Deputy County Counsel

26
27
28 HR:ee/11202019/RV606/20.555



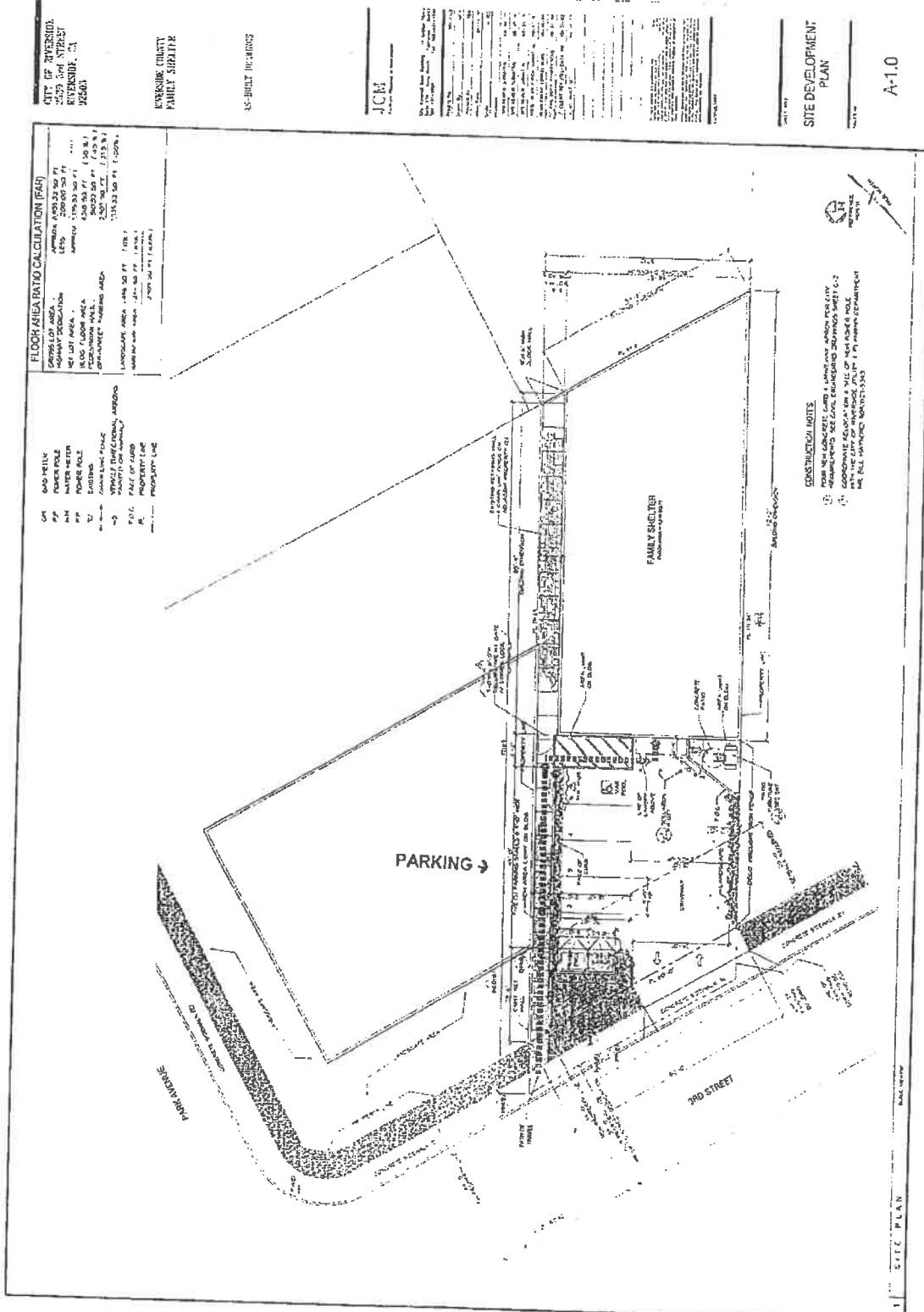


EXHIBIT "A-1"

