

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



**ITEM: 3.16
(ID # 12701)**

MEETING DATE:

Tuesday, June 23, 2020

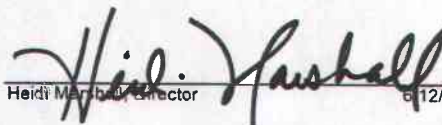
FROM: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS
(HHPWS): Ratify and Approve the Amended and Restated Agreements with
Path of Life Ministries. [Districts 1 & 3] [Total Cost: \$113,040; 100% State Fund]
(4/5th Vote)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the First Amended and Restated Agreement # DPSS-0001457 with Path of Life Ministries for emergency cold weather shelter services increasing funding by \$66,000 through May 15, 2020, and authorize the Chairman of the Board to sign the Agreement on behalf of the County;
2. Ratify and Approve the Third Amended and Restated Agreement # HO-01996-11 with Path of Life Ministries increasing funding by \$47,040 for emergency shelter services making FY 19/20 total \$447,040 and authorize the Chairman of the Board to sign the Agreement on behalf of the County;
3. Approve and Direct the Auditor-Controller to adjust appropriations and estimated revenue as outlined in Schedule A for the Housing, Homelessness Prevention and Workforce Solutions Department for FY 19/20; and

ACTION: 4/5 Vote Required



Heidi Marshall, Director 6/12/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 23, 2020
xc: HHPWS, Purchasing

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved County Counsel to: a) sign amendments that make modifications to the statement of work that stay within the intent of the agreements; b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total aggregate cost of the agreements.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$113,040	\$ 0	\$113,040	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State Funds			Budget Adjustment:	Yes
			For Fiscal Year:	2019/20

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

BACKGROUND:

Summary

Pursuant to the provisions of Section 36.00, Chapter 2, Statutes of 2020, and the augmentation to Budget Act of 2019 Item 0515-101-001 described in the March 18, 2020, letter from the Department of Finance to the Joint Legislative Budget Committee, the Homeless Coordinating and Financing Council (“HCFC”), which exists within the Business, Consumer Services and Housing Agency (“BCSH” or “Agency”), shall allocate a total of \$100,000,000.00 to Continuums of Care, Large Cities (population of 300,000+) and Counties, divided proportionally based on the allocations they are eligible to receive through the Homeless, Housing, Assistance, and Prevention program (“HHAP”). This Agreement is entered into, under the authority of, and in furtherance of the purposes of, the Budget Act of 2019.

The purpose of this grant funding is to provide support to Continuums of Care, Large Cities, and Counties to protect the health and safety of homeless populations and reduce the spread of the COVID-19 outbreak. In accordance with the authority cited above, the HCFC shall distribute \$504,002.12 to the County of Riverside. These funds will be used to provide emergency shelter, outreach and case management through the Emergency Operation Center’s Mass Shelter unit.

The County has collaborated with the countywide Continuum of Care (CoC) for homeless persons in Riverside County by organizing and delivering supportive social services, including housing options to meet the specific needs of individuals and families experiencing homelessness through contacts with local homeless shelter providers. The County currently holds contracts with Path of Life Ministries (POLM) for a Year-Round Family Shelter and Emergency Cold Weather Shelter. In response to the COVID-19 outbreak and to protect the health and safety of people experiencing homelessness, the following is being recommended:

Path of Life Ministries Year-Round Family Shelter

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

Increase emergency shelter services by making the shelter available 24hrs from April 16, 2020 to May 15, 2020 to families experiencing homelessness.

Path of Life Ministries Emergency Cold Weather Shelter

Extend emergency cold weather shelter services from April 16, 2020 through May 15, 2020 to individuals experiencing homelessness.

Impact on Residents and Businesses

These programs offer vital survival resources for homeless persons in Riverside County who might otherwise have nowhere to go. Shelter partners provide a safe, secure shelter and hot meals.

Contract History and Price Reasonableness

The County has contracted with POLM for shelter services for over ten (10) years. The County has provided POLM with a minimum level of funding to support their year-round operations and Emergency Cold Weather operations. POLM relies on alternative funding sources to fully support their operations.

ATTACHMENTS:

- Schedule A: Budget Adjustment Schedule A
- Attachment A: First Amended and Restated Agreement, DPSS-0001457, with Path of Life Ministries
- Attachment B: Third Amended and Restated Agreement, HO-01996-11, with Path of Life Ministries

HM:CH:JG:cg

Prev.Agn.Ref.: (12/10/2019 3.34) (06/13/17 3.15) (06/05/14 3.37) (09/24/13 3.11) (10/16/12 3.36) (06/26/12 3.25) (06/26/12 3.26) (12/16/11 3.28) (9/27/11 3.21) (07/26/11 3.58) (05/10/11 3.24) (06/25/19 3.29)


Misley Wang, Supervising Accountant

6/12/2020


Teresa Summers, Director of Purchasing

6/17/2020


Marcus Maltese

6/18/2020


Gregory V. Priamos, Director County Counsel

6/18/2020

DPSS-0001457
County of Riverside Housing, Homelessness Prevention and Workforce Solutions
3403 10TH St. Ste. 300
Riverside, CA 92501

and

Path of Life Ministries
Emergency Cold Weather Shelter Services
DPSS-0001457

JUN 23 2020 3.16

TABLE OF CONTENTS

1. DEFINITIONS.....4

2. COVID-19 GRANT.....5

3. DESCRIPTION OF SERVICES5

4. PERIOD OF PERFORMANCE5

5. COMPENSATION.....5

6. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS5

7. TERMINATION.....5

8. REQUEST FOR WAIVER AND WAIVER OF BREACH.....6

9. TRANSITION PERIOD6

10. OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL6

11. CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST.....6

12. RECORDS, INSPECTIONS, AND AUDITS7

13. CONFIDENTIALITY.....7

14. PERSONALLY IDENTIFIABLE INFORMATION8

15. HOLD HARMLESS/INDEMNIFICATION.....8

16. INSURANCE9

17. WORKER'S COMPENSATION.....10

18. VEHICLE LIABILITY10

19. COMMERCIAL GENERAL LIABILITY10

20. CYBER LIABILITY10

21. INDEPENDENT CONTRACTOR.....11

22. USE BY POLITICAL ENTITIES11

23. LICENSES AND PERMITS.....11

24. NO DEBARMENT OR SUSPENSION11

25. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES11

26. EMPLOYMENT PRACTICES12

27. BACKGROUND CHECKS12

28. PERSONNEL DISCLOSURE.....12

29. LOBBYING13

30. ADVERSE GOVERNMENT ACTION.....13

31. SUBCONTRACTS13

32. SUPPLANTATION.....14

33. ASSIGNMENT.....14

34. FORCE MAJEURE.....14

35. GOVERNING LAW14

36. DISPUTES.....14

37. ADMINISTRATIVE/CONTRACT LIAISON15

38. CIVIL RIGHTS COMPLIANCE.....15

39. NOTICES16

40. SIGNED IN COUNTERPARTS16

41. MODIFICATION OF TERMS16

42. ENTIRE AGREEMENT16

LIST OF SCHEDULES

SCHEDULE A – "PAYMENT PROVISIONS"

SCHEDULE B – "SCOPE OF SERVICES"

LIST OF ATTACHMENTS

ATTACHMENT I – PII PRIVACY AND SECURITY STANDARDS

ATTACHMENT II – ASSURANCE OF COMPLIANCE

ATTACHMENT III – 2076A, 2076B & INSTRUCTIONS

LIST OF EXHIBITS

EXHIBIT A – PRE INTAKE FORM

EXHIBIT B - EMERGENCY SHELTER GRANT PROGRAM HOMELESS ELIGIBILITY CERTIFICATION

EXHIBIT C - 2-1-1 RIVERSIDE COUNTY COMMUNITY SERVICES DIRECTOR AGENCY INFORMATION FORM

EXHIBIT D - 2-1-1 RIVERSIDE COUNTY COMMUNITY SERVICES DIRECTOR PROGRAM INFORMATION FORM

This First Amended and Restated Agreement. (DPSS-0001457). (herein referred to as "Agreement") effective April 16, 2020 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"). Upon the effectiveness of this Agreement, the Original Agreement, DPSS-0001457, shall be superseded and replaced in its entirety by this Agreement. The parties agree as follows:

1. DEFINITIONS

- A. "Agreement" refers to the terms and conditions, schedules, attachments, and exhibits included herein.
- B. "CONTRACTOR" refers to Path of Life Ministries including its employees, agents, representatives, subcontractors, and suppliers.
- C. "Critical Incident(s)" refers to any event that may jeopardize the safety of Customers, staff or facilities. Examples include but are not limited to the following: physical altercations, fires, mandated reportable events (e.g., child or adult abuse), etc.
- D. "Customer(s)" refers to shelter seeker.
- E. "HHPWS" refers to Housing, Homelessness Prevention & Workforce Solutions which has administrative responsibility for this Agreement purpose of this Agreement, "HHPWS" and "County" may be used interchangeably.
- F. "DPSS" refers to the County of Riverside and its Department of Public Social Services.
- G. "ECWSP" refers to the HHPWS Emergency Cold Weather Shelter Program designed to provide emergency cold weather shelter bed-nights and services to the homeless.
- H. "ECWSP Period" refers to the period from December 1 through April 15.
- I. "ESG" refers to the Emergency Shelter Grant Program. ESG funds are used to help operate emergency shelters, to provide essential support services to residents, and to help prevent at-risk families or individuals from becoming homeless.
- J. "HMIS" refers to the HHPWS web-based Homeless Management Information System connectivity. It is 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.
- K. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the CONTRACTOR with a Subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- L. "Subcontractor" refers to any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the CONTRACTOR or another Subcontractor.

2. **COVID-19 Grant**
 Pursuant to the State of California's emergency legislation (Senate Bill No. 89 (SB 89), effective March 17, 2020), that amended the Budget Act of 2019 by appropriating \$500,000,000 from the General Fund to be used for any purpose related to the Governor's March 4, 2020 proclamation of a state of emergency, the COUNTY was awarded COVID-19 Emergency Homelessness Funding ("COVID-19 Grant"), by the Business, Consumer Services and Housing Agency's Homeless Coordinating and Financing Council to protect the health and safety of homeless populations and reduce the spread of the COVID-19 outbreak;
- On March 19, 2020, the Governor of the State of California issued a statewide Order, Executive Order N-33-20 ("Stay at Home Order"), directing all residents to immediately heed current State public health directives, which includes ordering all individuals to stay home or at their place of residence except for essential needs;
3. **DESCRIPTION OF SERVICES**
 CONTRACTOR shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services, and Attachment I- PII Privacy Security Standards, Attachment II- Assurance of Compliance, and Attachment III- HHPWS 2076A, HHPWS 2076B & Instructions.
4. **PERIOD OF PERFORMANCE**
 This Agreement shall be effective November 27, 2019 ("Effective Date") and continues through April 15, 2024, unless terminated earlier. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter.
5. **COMPENSATION**
 COUNTY shall pay CONTRACTOR for services performed, products provided or expenses incurred in accordance with Schedule A, - "Payment Provisions. COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to CONTRACTOR, but not used for purposes of this Agreement shall revert to COUNTY within thirty (30) calendar days of the expiration or termination.
6. **AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS**
 The obligation of COUNTY for payment under this Agreement beyond the current fiscal year is contingent upon and limited by the availability of COUNTY funding from which payment can be made. There shall be no legal liability for payment on the part of COUNTY beyond June 30 of each year unless funds are made available for such payment by the COUNTY Board of Supervisors. In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing and this Agreement shall be deemed terminated and be of no further force or effect. COUNTY shall make all payments to CONTRACTOR that were properly earned prior to the unavailability of funding.
7. **TERMINATION**
- A. COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on CONTRACTOR stating the extent and effective date of termination.
 - B. COUNTY may, upon five (5) calendar days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not

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

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

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

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

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

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

8. REQUEST FOR WAIVER AND WAIVER OF BREACH

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

9. TRANSITION PERIOD

CONTRACTOR recognizes that the services under this Agreement are vital to COUNTY and must be continued without interruption and that, upon expiration, COUNTY or another contractor may continue the services outlined herein. CONTRACTOR agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of Customers or services to a successor.

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

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of HHPWS. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by the CONTRACTOR in the United States or in any other country without the express written consent of HHPWS. HHPWS will have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

11. CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST

A. CONTRACTOR 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 CONTRACTOR's performance under this Agreement. CONTRACTOR further covenants that no person or Subcontractor having any such interest

shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform the COUNTY of all CONTRACTOR's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.

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

12. 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 CONTRACTOR performance through any combination of on-site visits, inspections, evaluations, and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items.
- B. CONTRACTOR shall maintain auditable books, records, documents, and other evidence relating to costs and expenses for this Agreement. CONTRACTOR shall maintain these records for at least three (3) years after final payment has been made or until pending COUNTY, state, and federal audits are completed, whichever is later.
- C. Any authorized COUNTY, state or the federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.
- D. If CONTRACTOR disagrees with an audit, CONTRACTOR may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. CONTRACTOR shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. CONTRACTOR 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 CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

13. CONFIDENTIALITY

- A. 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.

- B. 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.
- C. 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.
- D. 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.

14. PERSONALLY IDENTIFIABLE INFORMATION

- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and CONTRACTOR may collect PII for such purposes, to the extent such activities are authorized by law.
- B. CONTRACTOR may use or disclose PII only to perform functions, activities or services directly related to the administration of programs in accordance with Welfare and Institutions Code sections 10850 and 14100.2, or 42 Code of Federal Regulations (CFR) section 431.300 et.seq, and 45 CFR 205.50 et.seq, or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Customer, are allowable. Any other use or disclosure of requires the express approval in writing of the COUNTY. CONTRACTOR shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.
- C. CONTRACTOR agrees to the PII Privacy and Security Standards attached as Attachment I. When applicable, CONTRACTOR shall incorporate the relevant provisions of Attachment I into each Subcontract or sub-award to Subcontractors.

15. HOLD HARMLESS/INDEMNIFICATION

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

16. INSURANCE

- A. Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold COUNTY harmless, 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. 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. 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 retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR'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. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- E. It is understood and agreed to by the parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft,

cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

- G. CONTRACTOR 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(s) of self-insurance acceptable to COUNTY.
- I. 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.

17. **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. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

18. **VEHICLE LIABILITY**

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

19. **COMMERCIAL GENERAL LIABILITY**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'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.

20. **CYBER LIABILITY**

CONTRACTOR shall procure and maintain for the duration of the Agreement insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the Agreement insurance for all claims arising out of their services including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

CONTRACTOR shall procure and maintain cyber liability insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including

but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

21. **INDEPENDENT CONTRACTOR**

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

22. **USE BY POLITICAL ENTITIES**

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

23. **LICENSES AND PERMITS**

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

24. **NO DEBARMENT OR SUSPENSION**

CONTRACTOR 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.

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

CONTRACTOR shall comply with all rules, regulations, requirements and directives of the California Department of Social Services, other applicable State or Federal agencies, funding sources and other governing regulatory authorities which impose duties and regulations upon COUNTY related to this Agreement. These shall be equally applicable to and binding upon CONTRACTOR to the same extent as they are upon COUNTY.

26. EMPLOYMENT PRACTICES

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

27. BACKGROUND CHECKS

CONTRACTOR shall conduct criminal background records checks on all employees, Subcontractors, and volunteers providing services under this Agreement. Prior to these individuals providing services to Customers, the CONTRACTOR 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.

28. PERSONNEL DISCLOSURE

- A. Upon request by HHPWS, the CONTRACTOR agrees to make available to HHPWS 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; and
 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. HHPWS has the sole discretion to approve or not approve any person on the CONTRACTOR'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 occupy positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. HHPWS shall notify the CONTRACTOR 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, the CONTRACTOR shall immediately remove that person from providing services under this Agreement.

29. LOBBYING

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

30. ADVERSE GOVERNMENT ACTION

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

31. SUBCONTRACTS

- A. CONTRACTOR 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; or

(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.

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

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

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

32. SUPPLANTATION

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. CONTRACTOR shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue. 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 state program or COUNTY funds under any county programs without prior approval of COUNTY.

33. ASSIGNMENT

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

34. 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.

35. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.

36. 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. CONTRACTOR 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.

37. ADMINISTRATIVE/CONTRACT LIAISON

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

38. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

CONTRACTOR shall complete the "Assurance of Compliance with Riverside County Housing, Homelessness Prevention and Workforce Solutions Non-Discrimination in State and Federally Assisted Programs," attached as Attachment II and return it to COUNTY along with the executed Agreement. 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.

B. Customer Complaints

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. CONTRACTOR must distribute to social service Customer 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.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

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

C. 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:

- (1) Denying a participant any service or benefit or availability of a facility.

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

D. Cultural Competency

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.

39. NOTICES

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

COUNTY:

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

CONTRACTOR:

Path of Life Ministries
4495 Magnolia Avenue
P.O. Box 1445
Riverside, CA 92502

40. SIGNED IN COUNTERPARTS

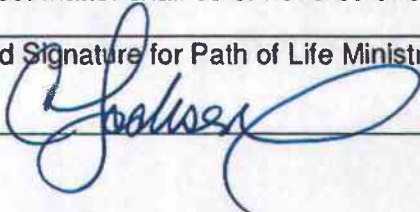

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

41. MODIFICATION OF TERMS

This Agreement may be modified only by a written amendment signed by authorized representatives of both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

42. ENTIRE AGREEMENT

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

Authorized Signature for Path of Life Ministries 	Authorized Signature for County 
---	---

ATTEST:

KECIA R. HARPER, Clerk

By 
DEPUTY

Printed Name of Person Signing: Casey Jackson	Printed Name of Person Signing: V. Manuel Perez
Title: Interim CEO	Title: Chairman of the Board of Supervisors
Date Signed: 6.4.2020	Date Signed: JUN 23 2020

FORM APPROVED COUNTY COUNSEL

BY: Lisa Sanchez 6/11/2020
LISA SANCHEZ DATE

Schedule A
Payment Provisions

A.1 MAXIMUM AMOUNTS –ANNUAL AND AGGREGATE TOTALS

The total annual payments to CONTRACTOR shall not exceed:

ECWSP PERIOD	ANNUAL PAYMENT
November 27, 2019 through April 15, 2020 <i>May 15,</i>	\$194,865
November 15, 2020 through April 15, 2021	\$128,865
November 15, 2021 through April 15, 2022	\$128,865
November 15, 2022 through April 15, 2023	\$128,865
November 15, 2023 through April 15, 2024	\$128,865
Total	\$710,325

A.2 LINE ITEM BUDGET

The CONTRACTOR shall be paid in accordance with the line-item budget shown below:

EXPENSES	COSTS
Salaries	\$ 75,000
Operations	\$ 33,593
Administrative	\$ 20,272
TOTAL	\$128,865

April 16, 2020 – May 15, 2020

30 day extension due to COVID-19 outbreak	\$66,000
TOTAL	\$66,000

A.3 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. CONTRACTOR shall be paid for actual costs incurred. CONTRACTOR shall submit monthly itemized invoices to HHPWS for payment. All completed claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- b. For itemized invoices CONTRACTOR shall utilize the 2076A and 2076B Forms attached hereto as Attachment III following the instructions as set forth.
- c. CONTRACTOR shall provide the following supporting documentation along with the monthly invoice to justify invoice amounts; COUNTY may delay payment if the required supporting documentation is not provided:
 - a. Salary & Benefits – Payroll Register or Report; Time & Activity report.
 - b. Operating Expenses – Schedule or statement of costs; Allocation basis to HHPWS.
 - c. Equipment – Copy of invoice or receipt; Copy of check.
 - d. Customer Purchases – Customer purchase record; Copy of check.
 - e. Indirect Costs – Indirect cost schedule; Allocation basis to HHPWS.

A.4 FINANCIAL RESOURCES

During the term of this Agreement, CONTRACTOR shall maintain sufficient financial resources necessary to fully perform its obligations. CONTRACTOR confirms there has been no material financial change in CONTRACTOR (including any parent company) since its last financial statement that has resulted in a negative impact to its financial condition.

A.5 DISALLOWANCE

If CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the Agreement, CONTRACTOR shall promptly refund the disallowed amount to COUNTY, or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

B. SCOPE OF SERVICES
B.1 HHPWS RESPONSIBILITIES

HHPWS shall:

1. Assign HHPWS personnel to be the liaison between the CONTRACTOR and HHPWS.
2. 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 and inspections, evaluations, and CONTRACTOR self-monitoring.

B.2 CONTRACTOR RESPONSIBILITIES

The CONTRACTOR shall:

1. Assign a liaison between the CONTRACTOR and HHPWS.
2. Provide Emergency Cold Weather Shelter Services for up to 72 homeless persons free of charge, at the 2840 Hulen Place Shelter in Riverside, California, for up to ninety (90) days, consisting of a sixty- (60) day initial stay with thirty (30) additional days of extended stay as needed and for good cause. Customers seeking to re-enter the shelter who have used their ninety (90) days, shall not be served until all new Customers have been served.
3. Shelter services will be on a first come first serve basis, however, The County of Riverside homeless individuals shall be served on a priority basis before non-county homeless individuals. CONTRACTOR shall ensure that Riverside County homeless individuals are not turned away while there is bed availability and all other criteria is met.
4. Make available for each Customer clean blankets and towels. Mats shall be cleaned on a daily basis. "Hot water" is defined as 120 degrees Fahrenheit.
5. 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 choice of last resort.
6. Maintain the shelter in compliance with all applicable laws.
7. Ensure that no drugs, alcohol or weapons are allowed on the premises at any time.
8. 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.
9. The morning meal should include, at a minimum, hot and cold beverages and cereal or pastry.

10. The evening meal should include, at a minimum, hot and cold beverages, meat and/or pasta, and vegetables and/or fruit.
11. Adhere to State and local health and safety regulations on the preparation and handling of meals and maintenance of kitchen facilities.
12. Assist all interested Customers with referral or access to services such as health care, social services, employment services, mainstream benefits programs, vocational services, legal assistance, etc.
13. Maintain case files on each Customer that contain, at a minimum, detailed and legible case notes describing referrals made during the Customer's stay at the shelter.
14. 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. Daily personal and property searches for every Customer entering the shelter. This provision will also be included in the shelter's rules and guidelines.
15. Post shelter rules and guidelines in English and Spanish in a conspicuous place.
16. Maintain and post in a conspicuous place a Customer grievance procedure.
17. 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.
18. Adequately staff the shelter to administer the program. No less than two (2) staff members should be on any one work shift while Customers are inside the shelter.
19. Participate in the 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 CONTRACTOR a non-exclusive license to use the HMIS software for the term of this Agreement.
20. Ensure that employees using HMIS for Customer intake capture all required data fields, as set forth in the Housing and Homeless Coalition for Riverside County's HMIS Policies and Procedures Manual, which is located on the DPSS Homeless Program Unit website <http://dpss.co.riverside.ca.us/files/pdf/hmis/policies/2017/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf>.
21. Coordinate with the City of Riverside's Homeless Street Outreach Team in providing shelter, case management, and other supportive services to Customers.
22. Clear all Customer through the California Sexual Offenders Registry, located on the California Office of the Attorney General website: (<http://www.meganslaw.ca.gov/index.aspx?lang=ENGLISH>).
23. Coordinate with public and private entities providing homeless support services.

- 24. Coordinate with residents of the surrounding neighborhood to mitigate their concerns regarding the impact of the shelters on the neighborhood to the greatest extent possible.
- 25. Participate in a program-effectiveness study should one be conducted by HHPWS.
- 26. Participate regularly in the Continuum of Care meetings.
- 27. 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
- 28. Notify HHPWS CoC CORE Region within a reasonable amount of time, of any Critical Incidents.
- 29. Complete the Pre-Intake Form, attached hereto as **Exhibit A** and incorporated herein by this reference for each new Customer.
- 30. Notify HHPWS, in writing, of the number of beds and/or the quality or quantity of case management and supportive services is going to be altered anytime during the contract term. HHPWS must be notified of these changes at least thirty (30) days in advance of implementing changes or enhancements.
- 31. Complete and submit the Emergency Shelter Grant Program Homeless Eligibility Certification, attached hereto as **Exhibit B** and incorporated herein by this reference, to HHPWS at the address provided below by the tenth (10th) calendar day of the month following the report month.

HHPWS

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

- 32. 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	(800) 464-1123 or (951) 686-4402 Monday through Friday - 8:00 am to 5:00 pm
U.S. Postal Service	P.O. 5376, Riverside, CA 92517-5376
E-mail	211info@vcrivco.org

ATTACHMENT I
PII Privacy and Security Standards

I. PHYSICAL SECURITY

The Contractor shall ensure PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The Contractor agrees to safeguard PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of the Contractor facilities where staff assist in the administration of their program and use, disclose, or store PII.
- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
 1. Properly coded key cards
 2. Authorized door keys
 3. Official identification
- C. Issue identification badges to Contractor staff.
- D. Require Contractor staff to wear these badges where PII is used, disclosed, or stored.
- E. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the Contractor facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized staff. Visitors to the data center area must be escorted at all times by authorized staff.
- H. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County and non-County functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- I. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk

assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

- C. **Minimum Necessary.** Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. **Mobile Device and Removable Media.** All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. **Antivirus Software.** All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. **Patch Management.**
 - 1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 - 2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
 - 3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 - 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. **User IDs and Password Controls.**
 - 1. All users must be issued a unique user name for accessing PII.
 - 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
 - 3. Passwords are not to be shared.
 - 4. Passwords must be at least eight (8) characters.
 - 5. Passwords must be a non-dictionary word.
 - 6. Passwords must not be stored in readable format on the computer or server.
 - 7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
 - 8. Passwords must be changed if revealed or compromised.
 - 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters (!,@,#, etc.)
- H. **Data Destruction.** When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.

- I. **System Timeout.** The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- J. **Warning Banners.** The systems providing access to PII must display a warning banner stating, at a minimum:
 - 1. Data is confidential;
 - 2. Systems are logged;
 - 3. System use is for business purposes only, by authorized users; and
 - 4. Users shall log off the system immediately if they do not agree with these requirements.
- K. **System Logging.**
 - 1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.
 - 2. The audit trail shall:
 - a. Be date and time stamped;
 - b. Log both successful and failed accesses;
 - c. Be read-access only; and
 - d. Be restricted to authorized users.
 - 3. If PII is stored in a database, database logging functionality shall be enabled.
 - 4. Audit trail data shall be archived for at least three (3) years from the occurrence.
- L. **Access Controls.** The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- M. **Transmission Encryption.**
 - 1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
 - 2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
 - 3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- N. **Intrusion Prevention.** All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

III. AUDIT CONTROLS

- A. **System Security Review.**
 - 1. The Contractor must ensure audit control mechanisms are in place.
 - 2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
 - 3. Reviews should include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.

- C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

- A. Emergency Mode Operation Plan. The Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
- B. Data Centers. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- C. Data Backup and Recovery Plan.
 1. The Contractor shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
 3. The procedures shall include storing backups offsite.
 4. The procedures shall ensure an inventory of backup media.
 5. The Contractor shall have established documented procedures to recover PII data.
 6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.

V. PAPER DOCUMENT CONTROLS

- A. Supervision of Data. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. Data in Vehicles. The Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which staff can transport PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- C. Public Modes of Transportation. The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- D. Escorting Visitors. Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- E. Confidential Destruction. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the County.

G. Faxing.

1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. Mailing.

1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the Contractor obtains prior written permission from the County to use another method.

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this Agreement, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

The Contractor shall immediately notify the County when it discovers that there may have been a breach in security which has or may have resulted in compromise to confidential data. For purposes of this section, immediately is defined as within two hours of discovery. The County contact for such notification is as follows:

Breaches should be referred to:

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

ATTACHMENT II
Assurance of Compliance

**ASSURANCE OF COMPLIANCE WITH
THE RIVERSIDE COUNTY HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS
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.

Date

Director's Signature

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

CR50-Vendor Assurance of Compliance

ATTACHMENT II

2076 A, 2076B & Instructions

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

From: Path of Life Ministries

Remit to Name

Address

Contractor Name

Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

Advance Payment \$ _____
(if allowed by Contract/MOU)

Actual Payment \$ _____
(Same amount as 2076B if needed)

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 HHPWS 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

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 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 2076A.

[see method, time, and schedule/condition of payments].

(Please type or print information on all HHPWS Forms.)

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.

"Authorized Signature, Title, and Date (Contractor's)

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

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

**2076B
CONTRACTOR EXPINDETURE REPORT**

When completed, this form is attached to the front of your invoices, and behind 2076A.
Only if Contract/MOU contains a line item budget, or you are to report match,
or client contains a line item budget, or you are to report match, or client fees collected.

"Contractor Name"

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

"Actual Expenditures For"

The billing period you are requesting payment for.

"Contractor Number"

Can be found on the first page of your contract.

"Approved Budget Amount"

Current itemized budget amount as approved (or amended) in accordance with the Fiscal Provisions
of your executed Contract/MOU agreement.

"Current Expenditures"

Itemized expenditures incurred during the billing period.

"Cumulative Expenditures"

Cumulative expenditures from previous billings plus current expenditures.

"Unexpected Budget Amount"

Approved budget amount less cumulative expenditures.

"In-kind/Cash Contribution"

If your contract requires that you provide a match, fill in your itemized contributions, if not leave blank.
The same documentation is required for match as for actual reimbursable costs.

"Client Fees Collected"

If your contract allows you to collect client fees fill in the total amount collected (if not specifically
addressed in your Contract/MOU you may not collect additional fees from the client).

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

Exhibit A

Path of Life Ministries - Pre Intake Form CWS & Yr Round Emergency - Hulon & Family Shelter

Have you been to a POLM shelter before?
 CWS Year-Round Emergency @ Hulon

Estimated Date of Stay:
 Family Shelter

Last Name	First Name	Middle Initial
Phone:	Driver's License CA ID #	
Emergency Contact Name and Phone:	State of Birth:	

Address Info: You are considered to be a resident if any of the following apply: you have a mailing address, you live in a transitional housing facility, or are fleeing domestic violence, you have been homeless for 90 days in current city, or the city in which you first became homeless.

Address prior to seeking shelter:	City:	Zip:	How long did you live here?
Last Permanent Address If Different from Above:	City:	Zip:	How long did you live here?

Race: (Circle and Number as Many that Apply - 1 for Primary Race, 2 for Secondary Race, etc...)

Alaskan Native	American Indian & White	American Indian	American Indian Alaskan Native & Black	Ethnicity:
American Indian Alaskan Native & White	Asian & White	Asian	Black	Hispanic Latino
Native American Alaskan Native	Native Hawaiian	Other	Other Multi-Racial	Other
Pacific Islander				White

Where did you sleep last night?

<input type="checkbox"/> Apartment Room	<input type="checkbox"/> Street	<input type="checkbox"/> Temporary Shelter	<input type="checkbox"/> Motel	<input type="checkbox"/> SRO	<input type="checkbox"/> Car	<input type="checkbox"/> Family/Friends	<input type="checkbox"/> Other
How Long	How Long	How Long	How Long	How Long	How Long	How Long	How Long

Family

Marital Status:	<input type="checkbox"/> Married	<input type="checkbox"/> Single	<input type="checkbox"/> Separated	<input type="checkbox"/> Divorced	<input type="checkbox"/> Widow
	For How Long	For How Long	For How Long	For How Long	For How Long

Complete for each member of family:

Name	SS #	Relationship (Self/Spouse/Partner/Child) Head of Household	Date of Birth	Age	Gender
					M F
					M F
					M F
					M F
					M F

Miscellaneous

Do you speak fluent English? Yes No	Please Indicate your Highest Grade Level: 2 10 11 12
If No, <u>What</u> language do you normally speak at home?	GED Trade School Some College College Grad Grad School

Check all that Apply:

<input type="checkbox"/> Chronic Illness	<input type="checkbox"/> Senior Citizen	<input type="checkbox"/> Employed	<input type="checkbox"/> Substance Abuse	<input type="checkbox"/> Parolee	<input type="checkbox"/> Probation
<input type="checkbox"/> Mental Illness	<input type="checkbox"/> Men Disabled	<input type="checkbox"/> Pregnant	<input type="checkbox"/> Domestic Violence	<input type="checkbox"/> Phys Disabled	<input type="checkbox"/> Veteran

Income

TOTAL: \$

Employment: \$	Assistance (): \$	Food Stamps: \$	Other (): \$
----------------	--------------------	-----------------	---------------

What can we do for you?

I 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 ERO sub-recipient, the County of Riverside, or HUD. I hereby authorize such verification and will provide supporting documentation if requested. I certify that I and my family is homeless under 42 U.S.C. § 11302 guidelines: Homeless or Domestic Violence. I acknowledge the information I have provided is true to the best of my knowledge.

Client Signature _____ Date _____ Interviewer Signature _____ Date _____

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 am/ my family is 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
- Black African American
- Asian
- American Indian Alaskan Native
- Native Hawaiian Other Pacific Islander

Multi-race category

- American Indian Alaskan Native & White
- Black African American & White
- Hispanic Black African American
- Hispanic American Indian Alaskan Native
- Hispanic Native Hawaiian Other Pacific Islander
- 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).
- Asian & White
- Hispanic White
- Hispanic Asian
- Hispanic Asian & White
- Hispanic Black African American & White

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 pantas, o necesitan ayuda de prevenir la falta de vivienda de acuerdo con 42 U. S. C. (Un).

- Sin Hogar
- or
- Violencia doméstica

I

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-razas

- 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 reconoce 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/esg/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

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, Pursuant to the State of California's emergency legislation (Senate Bill No. 89 (SB 89), effective March 17, 2020), that amended the Budget Act of 2019 by appropriating \$500,000,000 from the General Fund to be used for any purpose related to the Governor's March 4, 2020 proclamation of a state of emergency, the COUNTY was awarded COVID-19 Emergency Homelessness Funding ("COVID-19 Grant"), by the Business, Consumer Services and Housing Agency's Homeless Coordinating and Financing Council to protect the health and safety of homeless populations and reduce the spread of the COVID-19 outbreak;

WHEREAS, on March 19, 2020, the Governor of the State of California issued a statewide Order, Executive Order N-33-20 ("Stay at Home Order"), directing all residents to immediately heed current State public health directives, which includes ordering all individuals to stay home or at their place of residence except for essential needs;

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 Second Amended and Restated Professional Service Agreement 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 \$47,040; and

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

Table of Contents

I. ABBREVIATIONS AND DEFINITIONS	5
II. HHPWS RESPONSIBILITIES	6
III. CONTRACTOR RESPONSIBILITIES	6
IV. FISCAL PROVISIONS.....	9
A. MAXIMUM AMOUNT	9
B. COST OF SERVICE RATE	9
C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS	9
D. FINANCIAL RESOURCES	9
E. RECORDS, INSPECTIONS, AND AUDITS	10
F. AVAILABILITY OF FUNDING.....	10
G. APPLYING FOR AVAILABLE FUNDING	11
H. SUPPLANTATION	11
I. DISALLOWANCE	11
V. GENERAL PROVISIONS	11
A. EFFECTIVE PERIOD.....	11
B. CONFLICT OF INTEREST	11
C. NOTICES.....	11
D. CONFIDENTIALITY	12
E. EMPLOYMENT PRACTICES.....	12
F. RELIGIOUS PROHIBITION.....	12
G. DISCLOSURE OF INFORMATION RELEVANT TO CUSTOMER SAFETY	13
H. CHILD ABUSE REPORTING	13
I. ELDER AND DEPENDENT ADULT ABUSE REPORTING	13
J. CUSTOMER CIVIL RIGHTS COMPLIANCE.....	13
K. INSURANCE.....	15
L. LICENSES AND PERMITS	17
M. INDEPENDENT CONTRACTOR.....	17
N. HOLD HARMLESS/INDEMNIFICATION	17
O. CUSTODIAN OF PROPERTY.....	18
P. SUBCONTRACT FOR SERVICES	19
Q. ASSIGNMENT	20
R. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES	20
S. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)	20
T. DISPUTES.....	20
U. TERMINATION	20
V. GOVERNING LAW	20
W. SANCTIONS.....	20
X. CONTRACT TRANSITION PERIOD	21
Y. MODIFICATION OF TERMS	21
Z. ENTIRE AGREEMENT	21

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.

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

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

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.

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

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

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.cahwnet.gov/cdssweb/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

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,

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 SUBCONTRACTORCONTRACTORS 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.

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.

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

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, indefinitely 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:

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.


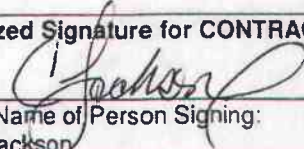
Y. MODIFICATION OF TERMS

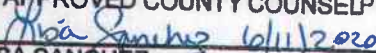
No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted 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: JUN 23 2020	Date Signed: 6-4-2020

FORM APPROVED COUNTY COUNSEL Page 21 of 43
 BY: 
 LISA SANCHEZ DATE

ATTEST:
 KECIA R. HARPER, Clerk
 By 
 DEPUTY