

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



**ITEM: 3.22  
(ID # 12655)**

**MEETING DATE:**

Tuesday, June 30, 2020

**FROM:** HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

**SUBJECT:** HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS (HHPWS): Ratify and Approve the Subrecipient Agreements for the 2018 Homeless Emergency Aid Program with Path of Life Ministries, and Coachella Valley Association of Governments, effective on January 1, 2020 through October 31, 2021 [Districts 1 and 4] [Total Cost: \$400,000; 100% State Funds]

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

1. Ratify and Approve the Subrecipient Agreements to administer the 2018 Homeless Emergency Aid Program (HEAP) for the period of January 1, 2020 through October 31, 2021, to the following local service providers (collectively, HEAP Service Providers): Path of Life Ministries (POLM) for Jurupa Valley Homeless Prevention Services in the amount of \$200,000 and Coachella Valley Association of Governments (CVAG) for Supportive Services Only – Navigation Center Operations Project in the amount of \$200,000;
2. Authorize the Authority to the Executive Director, or designee, to (a) execute the Subrecipient Agreements with the HEAP Service Providers, substantially conforming in form and substance to the HEAP Subrecipient Agreement Template attached; (b) take all necessary steps to implement these ESG contracts, including but not limited to, signing subsequent necessary and relevant documents, and (c) approve any subsequent amendments to these HEAP contracts provided the respective contract amounts are not increased, subject to approval by County Counsel; and

**ACTION:** Policy


  
Heidi Marshall, Director 6/12/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, 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 30, 2020  
xc: HHPWS

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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STATE OF CALIFORNIA**

3. Authorize the Director of Housing, Homelessness Prevention and Workforce Solutions, or designee, charged with the responsibility of administering and implementing the Subrecipient Agreements and associated programs, to execute Subrecipient Agreements on behalf of the County, substantially conforming in form and substance to the attached agreements and as approved by County Counsel; and
  
4. Authorize the Director of Housing, Homelessness Prevention and Workforce Solutions, or designee, charged with the responsibility of administering and implementing the 2018 Subrecipient Agreements and associated programs, based on the availability of funding and as approved by County Counsel to: a) sign amendments to the Subrecipient Agreements, including modifications to the scope of services, that stay within the intent of the agreements; and b) sign amendments to the Subrecipient Agreements moving funds between the subrecipients, provided such change does not cause the sum total of the subrecipient agreements to exceed the HEAP total grant amount allocated to the County by the State.

| <b>FINANCIAL DATA</b>                            | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost:</b>        | <b>Ongoing Cost</b> |
|--|-----------------------------|--------------------------|---------------------------|---------------------|
| <b>COST</b>                                      | \$133,333                   | \$266,667                | \$400,000                 | \$ 0                |
| <b>NET COUNTY COST</b>                           | \$ 0                        | \$ 0                     | \$ 0                      | \$ 0                |
| <b>SOURCE OF FUNDS:</b> State HEAP Funding: 100% |                             |                          | <b>Budget Adjustment:</b> | No                  |
|  |                             |                          | <b>For Fiscal Year:</b>   | 19/20 - 20/21       |

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

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

**BACKGROUND:**

**Summary**

The State has established the Homeless Emergency Aid Program (HEAP) pursuant to Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018). The Program is administered by the California Homeless Coordinating and Financing Council (Council) in the Business, Consumer Services and Housing Agency (BCSH). The program provides communities with one-time block grant funding to address the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness. Funds are available to jurisdictions of each Continuum of Care (CoC) that declared and have in effect a shelter crisis in accordance with Government Code section 8698.2.

On August 28, 2018 the Riverside County Board of Supervisors adopted Resolution No. 2018-179, declaring a homeless shelter crisis in the unincorporated areas of the County of Riverside (Item 3.78). On September 5, 2018, the Council announced the Notice of Funding Availability (NOFA) for HEAP Program funding to local CoC Service Areas, including Riverside County. Eligible uses of grant funds include, but are not limited to, the following: services, rental

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assistance or subsidies, capital improvements and homeless youth activities. On December 27, 2018, the Department of Public Social Services applied for HEAP funds as the County of Riverside Continuum of Care Administrative Entity and Collaborative Applicant and through a collaborative effort with the County's CoC. The total HEAP allocation to the County of Riverside received is \$9,791,805.

On April 21, 2020 the Board adopted Resolution NO. 2020-101, approving to transfer its Administrative Entity and Collaborative Applicant designations from DPSS to the Housing, Homelessness Prevention, and Workforce Solutions (HHPWS). As the CoC Administrative Entity and Collaborative Applicant for Riverside County, HHPWS has been designated by the local CoC to administer the HEAP Program in Riverside County.

**Impact on Residents and Businesses**

The Continuum of Care (CoC) for Riverside County; a network of private and public homeless service providers, which is designed to promote communitywide planning and the strategic use of resources to address homelessness. The CoC provides homeless assistance programs and other federal programs; leveraging funding needed through the United States Office of Housing and Urban Development (HUD) Consolidated Application.

Through the CoC, the County of Riverside and its subrecipients continues to improve the lives of homeless men, women and children through direct housing and service programs funded by the 2018 HEAP grant.

**Contract History and Price Reasonableness**

On November 16, 2018, Riverside County's CoC released a Request for Proposal (RFP), #DPRAC 564A for the HEAP Program. The RFP was posted on the DPSS website and the Public Purchase website. An e-mail containing a Notification to Bid and a link to apply for the RFP was sent to all CoC and community partners. The bid closed on December 21, 2018 and a total of 42 applications were received. The applications received a threshold review and 36 applications moved forward to an Independent Review Panel for scoring. The submittals were ranked in priority order and the panel provided funding recommendations to the CoC Board of Governance (BOG) which were approved during meetings held on February 7, 2019 and March 4, 2019.

On June 20, 2019, the BOG approved reallocation of \$400,000 to projects from the eligible applications submitted through the HEAP RFP, DPRAC 564A. POLM was awarded HEAP funding in the amount of \$200,000 for Homeless Prevention Services in Jurupa Valley. CVAG was awarded HEAP funding in the amount of \$200,000 for a Homeless Access Center in Palm Springs. This project will add a physical location that will serve as home base for coordinated street outreach in conjunction with trained public safety officers, first responders and collaborative delivery of supportive services to address immediate needs of unsheltered homeless individuals in the Coachella Valley.

Below is a list of funding amounts for the service projects:

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| <b>Subrecipient</b>                         | <b>Type</b> | <b>Project Description</b>               | <b>Funding Amount</b> | <b>Supervisor District</b> |
|---|-------------|--|-----------------------|----------------------------|
| Path of Life Ministries                     | Service     | Jurupa Valley Homeless Prevention        | \$200,000             | 1                          |
| Coachella Valley Association of Governments | Service     | SSO Navigation Center Operations Project | \$200,000             | 4                          |
| <b>Total:</b>                               |             |  | <b>\$400,000</b>      |                            |

**ATTACHMENTS:**

- **ATTACHMENT A:** SUBRECIPIENT AGREEMENT FOR THE 2018 HOMELESS EMERGENCY AID PROGRAM (HEAP) SERVICE PROJECT WITH PATH OF LIFE MINISTRIES, # DPSS-0001232
- **ATTACHMENT B:** SUBRECIPIENT AGREEMENT FOR THE 2018 HOMELESS EMERGENCY AID PROGRAM (HEAP) SERVICE PROJECT WITH COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS, # DPSS-0001233

*Marcus Maltese*  
 \_\_\_\_\_  
 Marcus Maltese

6/24/2020

*Gregory L. Priamos*  
 \_\_\_\_\_  
 Gregory L. Priamos, Director County Counsel

6/17/2020

**County of Riverside Department of Housing, Homelessness Prevention and Workforce Solutions  
3403 10th Street, Suite 300  
Riverside, CA 92501**

**and**

**Path of Life Ministries**

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

**Jurupa Valley Homeless Prevention Services**

**DPSS-0001232**



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List of Schedules

- Schedule A – Payment Provisions
- Schedule B – Scope of Services

List of Attachments

- Attachment I – Assurance of Compliance
- Attachment II –2076A and 2076B
- Attachment III – Supporting Documentation
- Attachment IV – HEAP Time/Activity Report

This Subrecipient Agreement for the Homeless Emergency Aid Program (herein referred to as "Agreement") is made and entered into this 30<sup>th</sup> day of June, 2020, by and between Path of Life Ministries, a California nonprofit corporation (herein referred to as "SUBRECIPIENT") and the County of Riverside, a political subdivision of the State of California, on behalf of its Housing, Homelessness Prevention and Workforce Solutions (herein referred to as "COUNTY").

WHEREAS, pursuant to Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), the State of California has established the Homeless Emergency Aid Program (HEAP), administered by the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (BCSH); and,

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

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

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

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

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

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

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

## 2. DESCRIPTION OF SERVICES

- A. SUBRECIPIENT shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services.
- B. SUBRECIPIENT represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. SUBRECIPIENT shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.



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

3. PERIOD OF PERFORMANCE

This Agreement shall be effective on January 1, 2020 ("Effective Date") and continues in effect through October 31, 2021, unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. COUNTY and SUBRECIPIENT agree that all services provided to the Target Population shall be provided through June 30, 2021.

4. COMPENSATION

COUNTY shall pay SUBRECIPIENT for services performed, products provided, and expenses incurred in accordance with the terms of Schedule A, Payment Provisions. COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this Agreement. One hundred percent (100%) of HEAP funds allocated to SUBRECIPIENT, pursuant to this Agreement, shall be Expended by June 30, 2021. Any HEAP funds paid to SUBRECIPIENT, but not Expended pursuant to this Agreement by June 30, 2021 shall be returned to COUNTY within five (5) business days to be returned to BCSH and revert to the General Fund. In the event this Agreement is terminated prior to June 30, 2021, any funds paid to SUBRECIPIENT, but not Expended prior to the date of termination, shall be returned to COUNTY within five (5) business days of the notice of termination.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

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

6. TERMINATION FOR CONVENIENCE

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

(1) Stop all work under this Agreement on the date specified in the notice of termination; and

(2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.

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

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

## 7. TERMINATION FOR CAUSE

A. COUNTY may, at any time, upon five (5) days written notice, terminate this Agreement for cause, if SUBRECIPIENT refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. Cause shall include, but is not limited to:

(1) SUBRECIPIENT's failure to comply with the terms or conditions of this Agreement;

(2) use of, or permitting the use of HEAP funds provided under this Agreement for any ineligible activities;

(3) any failure to comply with the deadlines set forth in this Agreement;

(4) violation of any federal or state laws or regulations; or

(5) withdrawal of BCSH's expenditure authority.

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

(1) Bar the SUBRECIPIENT from applying for future HEAP funds;

(2) Revoke any other existing HEAP award(s) to the SUBRECIPIENT;

(3) Require the return of any unexpended HEAP funds disbursed under this Agreement;

(4) Require repayment of HEAP funds disbursed and Expended under this Agreement;

(5) Require the immediate return to COUNTY of all funds derived from the use of HEAP funds including, but not limited to recaptured funds and returned funds;

(6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HEAP requirements; and,

(7) Seek such other remedies as may be available under this Agreement or any law.

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

(1) Stop all work under this Agreement on the date specified in the notice of termination; and

(2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.

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

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

8. REQUEST FOR WAIVER AND WAIVER OF BREACH

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

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

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

10. CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST

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

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

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

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

## 11. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting SUBRECIPIENT performance through any combination of on-site visits, inspections, evaluations, and SUBRECIPIENT self-monitoring. SUBRECIPIENT shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items. SUBRECIPIENT shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate SUBRECIPIENT's performance at any time, upon reasonable notice to the SUBRECIPIENT.
- B. SUBRECIPIENT agrees that COUNTY, BCSH, or their designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. SUBRECIPIENT agrees to provide COUNTY, BCSH, or their designees, with any relevant information requested. SUBRECIPIENT agrees to permit COUNTY, BCSH, or their designees, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under SB 850, HEAP program guidance document published on the website, and this Agreement. SUBRECIPIENT further agrees to retain all records described in this paragraph for a minimum of five (5) years after the termination of this Agreement. If any litigation, claim negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.
- C. COUNTY reserves the right to perform or cause to be performed a financial audit. At COUNTY's request, the SUBRECIPIENT shall provide, at SUBRECIPIENT's own expense, a financial audit prepared by a certified public accountant. HEAP administrative funds may be used to fund this expense.
- (1) If a financial audit is required by COUNTY, the audit shall be performed by an independent certified public accountant.
  - (2) The SUBRECIPIENT shall notify COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by COUNTY to the independent auditor's working papers.
  - (3) The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.
  - (4) If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to COUNTY for each finding within ninety (90) days from the date of the audit finding report.

## 12. CONFIDENTIALITY

- A. SUBRECIPIENT shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject

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

- B. SUBRECIPIENT shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement. SUBRECIPIENT shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. SUBRECIPIENT shall not use such information for any purpose other than carrying out SUBRECIPIENT's obligations under this Agreement. SUBRECIPIENT shall comply with Welfare and Institutions Code Section (WIC) 10850.
- C. SUBRECIPIENT shall take special precautions, including but not limited to, sufficient training of SUBRECIPIENT's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- D. SUBRECIPIENT shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. SUBRECIPIENT shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. HOLD HARMLESS/INDEMNIFICATION

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

## 14. INSURANCE

- A. Without limiting or diminishing SUBRECIPIENT's obligation to indemnify or hold COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- C. SUBRECIPIENT's must declare its insurance self-insured retentions for each coverage required herein. If any such self-insured retentions exceed \$500,000 per occurrence each such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, SUBRECIPIENT's carriers shall either 1) reduce or eliminate such self-insured retention as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. SUBRECIPIENT shall cause SUBRECIPIENT's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. SUBRECIPIENT shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the certificate of insurance.
- E. It is understood and agreed to by the parties hereto that SUBRECIPIENT's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work, or the term of this Agreement, including any extensions

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

- G. SUBRECIPIENT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to COUNTY.
- I. SUBRECIPIENT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

15. WORKERS' COMPENSATION

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

16. VEHICLE LIABILITY

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

17. COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SUBRECIPIENT's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

18. PROFESSIONAL LIABILITY

If, at any time during the duration of this Agreement and any renewal or extension thereof, the SUBRECIPIENT, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the SUBRECIPIENT shall maintain Professional Liability Insurance providing coverage for the SUBRECIPIENT's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If SUBRECIPIENT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and SUBRECIPIENT shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through

Certificates of Insurance that SUBRECIPIENT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as long as the law allows.

19. INDEPENDENT CONTRACTOR

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

20. USE BY OTHER POLITICAL ENTITIES

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

21. NO DEBARMENT OR SUSPENSION

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

22. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

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

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



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

23. INSPECTIONS

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

24. CORE COMPONENTS OF HOUSING FIRST

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

25. SERVICE AREAS

SUBRECIPIENT shall provide services to Homeless individuals in the City of Jurupa Valley.

26. EMPLOYMENT PRACTICES

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

- C. In the provision of benefits, SUBRECIPIENT and its subcontractors shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.
- D. By signing this Agreement or accepting funds under this Agreement, SUBRECIPIENT and its subcontractors shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

27. CHILD SUPPORT COMPLIANCE ACT

- A. The SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The SUBRECIPIENT, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department (EDD).
- C. In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The SUBRECIPIENT agrees to furnish the required data and certifications to the COUNTY within ten (10) days when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the SUBRECIPIENT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of this Agreement. If SUBRECIPIENT has any questions concerning this reporting requirement, please call (916) 657-0529. SUBRECIPIENT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

28. DRUG FREE WORKPLACE CERTIFICATION

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

- (1) Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355 (a)(1).
- (2) Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:

- a. The dangers of drug abuse in the workplace;
  - b. SUBRECIPIENT's policy of maintaining a drug-free workplace;
  - c. Any available counseling, rehabilitation, and employee assistance programs; and,
  - d. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- (3) Provide as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:
- a. Will receive a copy of SUBRECIPIENT'S drug-free policy statement; and,
  - b. Will agree to abide by terms of SUBRECIPIENT'S condition of employment or Subcontract.

## 29. PERSONNEL

- A. Upon request by COUNTY, SUBRECIPIENT agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:
- (1) All staff who work full or part-time positions by title, including volunteer positions;
  - (2) A brief description of the functions of each position and hours each position worked; and
  - (3) The professional degree, if applicable and experience required for each position.
- B. COUNTY has the sole discretion to approve or not approve any person on the SUBRECIPIENT's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. COUNTY shall notify SUBRECIPIENT in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, SUBRECIPIENT shall immediately remove that person from providing services under this Agreement.
- C. Background Checks  
SUBRECIPIENT shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to clients, SUBRECIPIENT shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.

## 30. SUBCONTRACTS

- A. No contract shall be made by the SUBRECIPIENT with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the SUBRECIPIENT and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.
- B. SUBRECIPIENT shall not enter into any Subcontract with any subcontractor who:

- (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
- (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud; a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; and
- (4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

- C. SUBRECIPIENT shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
- D. SUBRECIPIENT shall insert clauses in all Subcontracts to bind its subcontractors to the terms and conditions of this Agreement.
- E. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of SUBRECIPIENT and COUNTY.

31. SUPPLANTATION

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

32. ASSIGNMENT

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

33. FORCE MAJEURE

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

## 34. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

## 35. DISPUTES

A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. SUBRECIPIENT shall proceed diligently with the performance of this Agreement pending resolution of a dispute.

B. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

## 36. ADMINISTRATIVE/CONTRACT LIAISON

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

## 37. CIVIL RIGHTS COMPLIANCE

## A. Assurance of Compliance

SUBRECIPIENT shall complete the "Assurance of Compliance with Riverside County Housing Homelessness Prevention & Workforce Solutions Non-Discrimination in State and Federally Assisted Programs," attached as Attachment I. SUBRECIPIENT shall sign and date Attachment I and return it to COUNTY along with the executed Agreement. SUBRECIPIENT shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

## B. Client Complaints

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

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

Civil Rights Complaints should be referred to:

Civil Rights Coordinator  
Riverside County Department of Housing, Homeless Prevention and Workforce Solutions  
3403 10th Street, Suite 300  
Riverside CA, 92501

C. Services, Benefits and Facilities

SUBRECIPIENT shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

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

D. Cultural Competency

SUBRECIPIENT shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services. For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

38. NOTICES

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

COUNTY:

For Agreement, Program, Invoices and other financial document issues:  
Housing, Homelessness Prevention and Workforce Solutions  
3403 10<sup>th</sup> Street, Suite 300  
Riverside CA, 92501

SUBRECIPIENT:

Path of Life Ministries  
Executive Director  
1240 Palmyrita Avenue, Suite A  
Riverside, CA 92507

39. **SIGNED IN COUNTERPARTS**  
This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
40. **MODIFICATION OF TERMS**  
This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.
41. **ENTIRE AGREEMENT**  
This Agreement, including any schedules, attachments, or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations, proposals, discussions, and communications, whether oral or in writing.

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

|   |  |
|---|--|
| Authorized Signature for SUBRECIPIENT:<br> | Authorized Signature for COUNTY:<br> |
| Printed Name of Person Signing:<br>Casey Jackson  | Printed Name of Person Signing:<br>Carrie Harmon   |
| Title:<br>Interim Chief Executive Officer   | Title:<br>Assistant Director<br>Housing, Homelessness Prevention and<br>Workforce Solutions                            |
| Date Signed:<br>6-18-2020   | Date Signed:<br>6/22/2020  |

FORM APPROVED COUNTY COUNSEL

BY:  6/17/2020  
LISA SANCHEZ DATE



Schedule A  
Payment Provisions

A.1 MAXIMUM REIMBURSABLE AMOUNT

SUBRECIPIENT shall be reimbursed by COUNTY, in an amount not to exceed \$200,000.00. Said funds shall be spent according to the line item budget below:

| BUDGET CATEGORY                            | DESCRIPTION OF SERVICES                        | COST             |
|--|--|------------------|
| JURUPA VALLEY HOMELESS PREVENTION SERVICES |  |                  |
| STAFF                                      | Part Time employee (to support Outreach Staff) | \$70,000         |
| OPERATIONS                                 | Homeless Prevention Services                   | \$120,000        |
| ADMINISTRATION (5%)                        | Admin  | 10,000           |
| <b>TOTAL</b>                               |  | <b>\$200,000</b> |

A.2 METHOD, TIME, AND CONDITIONS OF PAYMENT

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

A.3 INELIGIBLE COSTS

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

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

- 1. An expenditure which is not authorized under this Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the COUNTY.

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

#### A.4 ADMINISTRATIVE COSTS

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

#### A.5 EXPENDITURE OF FUNDS

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

#### A.6 ADVANCES

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

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

#### A.7 BUDGET AMENDMENTS

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

**A.8 WITHHELD PAYMENTS**

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

**A.9 REPROGRAMMING OF HEAP FUNDS**

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

**A.10 FISCAL ACCOUNTABILITY**

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

Schedule B  
Scope of Services

## B.1 APPLICATION

- A. SUBRECIPIENT has submitted to CoC an application in response to RFP DPARC-564A for HEAP funds ("Application") to provide urgently needed emergency assistance to Homeless individuals in communities with a declared Shelter Crisis or applicable waiver as authorized by Health and Safety Code Section 50212(b). COUNTY is entering into this Agreement based on, and in substantial reliance upon, SUBRECIPIENT's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by CoC.
- B. SUBRECIPIENT warrants that all information, facts, assertions, and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of SUBRECIPIENT's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect COUNTY's approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then COUNTY may declare a breach hereof and take such action or pursue such remedies as are provided for a breach hereof. In the event that there is a conflict between the Application and this Agreement, this Agreement shall govern.

## B.2 SCOPE OF SERVICES

A. PRIMARY OBJECTIVES  
SUBRECIPIENT shall:

1. Provide expanded services to address homelessness within the City of Jurupa Valley.
2. Facilitate collaboration between Jurupa Valley and the City of Riverside, which will expand elements to the current outreach project administered by SUBRECIPIENT within the City of Jurupa Valley.
3. Leverage funds from Jurupa Valley by adding additional flexible housing subsidies and homeless prevention services to aid in the prevention of additional homelessness to help those who are currently homeless as quickly as possible.
4. Target populations for this project who are at imminent risk of becoming homeless within the City of Jurupa Valley. SUBRECIPIENT will use the elements funded under this project in the following manner:
  - a. Homeless Prevention: Continue to broaden partnerships with City and COUNTY departments, school districts, landlords, and community-based organizations to publicize resources available for those at imminent risk of becoming homeless.
  - b. Shelter and Housing: Establish a shelter and housing resource line through which individuals can seek assistance.

- c. Needs Assessment: Trained staff will work with individuals seeking support to assess their needs and identify the best course of action to avoid homelessness. This course of action may take various forms:

- 1) Helping at risk households avoid eviction by providing short-term rental assistance (1-3 months) that will lead to housing stability,
- 2) Connecting households with mainstream services, if applicable,
- 3) Connecting households with resources to aid employment, and;
- 4) Facilitating a connection with family members or others who can help stabilize households.

**B. ASSESSMENT**  
SUBRECIPIENT shall:

1. Evaluate situations related to individuals and families at risk of homelessness.
2. Identify the most appropriate resource to aid in stability and level of support.
3. Assess the likelihood that support provided will aid in long-term housing stability.
4. Collaborate with other service providers such as those with mobile medical, dental, behavioral health clinics, and legal services.
5. Facilitate connections with housing resources such as CES.
6. Provide information about available resources to all individuals being served, including: Shelter Housing Programs, the CES, mainstream benefits including healthcare options through the Affordable Care Act, social and employment programs, educational programs for children under the McKinney-Vento Act, and any other federal and state assured benefit for which they may qualify.
7. Practice trauma informed care and motivational interviewing for individuals served who have experienced crisis/trauma, or harmful situations in their lives they are not yet mindful of, willing, or able to address.

**C. INTAKE PROCESS**  
SUBRECIPIENT shall:

1. Provide intake services for each person receiving case management or financial assistance.
  - a. Enrollment in CES. If it is determined that diversion is not possible, a VI-SPDAT will be conducted immediately and submitted to Home Connect to determine eligibility for housing programs. However, this shall not stop other efforts to provide housing outside of the supportive housing system.
  - b. Intake files will be kept in locked file drawers according to HIPPA laws at the most appropriate Path of Life office.

**D. OUTCOMES**  
SUBRECIPIENT shall:

1. Evaluate outcomes based on first year data and demonstrate that having these additional tools for use in Jurupa Valley's effort is yielding positive outcomes.

2. Leverage evaluation to garner additional support for the continuation of this project beyond its second year:
  - a. Make contact with 100% of homeless individuals in Jurupa Valley.
  - b. Identify the location of each encampment.
  
3. Collaborate and develop the following components:
  - a. Homeless prevention system.
  - b. Homeless prevention and awareness campaign.
  - c. Shelter diversion system.
  - d. Community wide Housing First and low barrier approach.
  - e. Expand outreach and housing navigation within Jurupa Valley.
  - f. Increase the level of supportive services in the COUNTY.
  - g. Commit to diversion directly into housing whenever possible with no imposed barriers to entry.

### B.3 HOMELESS MANAGEMENT INFORMATION SYSTEM

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

### B.4 REPORTING REQUIREMENTS

1. SUBRECIPIENT shall submit an annual report to COUNTY on forms provided by COUNTY, sixty (60) days prior to the reporting deadlines of January 1, 2020, January 1, 2021, and September 30, 2021. If the SUBRECIPIENT fails to provide such documentation, COUNTY

may disencumber any portion of the amount authorized by this Agreement with a five (5) day written notification. SUBRECIPIENT shall also submit additional reports that may be requested by COUNTY and/or BCSH.

2. The annual report shall contain the following:
  - a. Amounts awarded to subcontractors with activity(ies) identified.
  - b. Contract expenditures.
  - c. Unduplicated number of Homeless persons or persons at imminent risk of homelessness served.
  - d. Number of Instances of Service.
  - e. Increases in capacity for new and existing programs.
  - f. Any other information/data required by the COUNTY and/or BCSH.
  - g. SUBRECIPIENT shall track the following:
    - 1) Report the number of households diverted from homelessness.
    - 2) Report target shall be approximately 38 cases per year.
    - 3) Report target shall be approximately 85% of the number of households that remain housed at 3 and 6 months after prevention.
  - h. Data collected will be entered into HMIS for outcome tracking.
  - i. Files will be kept for each household and contain information about individualized service plans, case notes, records of services provided, and assessments conducted.
  - j. Exit forms will be completed when a participant exits from the program.
  
3. Breakdowns will be expected for each activity (i.e. services, capital improvements, Rental Assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities identified by the U.S. Department of Housing and Urban Development (HUD):
  - a. Chronically Homeless
  - b. Homeless veterans
  - c. Unaccompanied Homeless Youth
  - d. Homeless persons in families with children
  
4. SUBRECIPIENT will also be asked to comment on the following:
  - a. Progress made toward local homelessness goals.
  - b. The alignment between HEAP funding priorities and "Housing First" principles adopted by the Homeless Coordinating and Financing Council.
  - c. Any other effects from HEAP funding that the CoC would like to share (optional).
  
5. SUBRECIPIENT shall track the following:
  - a. The number of households diverted from homelessness.
  - b. Target: Approximately 38 cases per year
  - c. Target: Approximately 85% of the number of households that remain housed at 3 and 6 months after prevention.

ATTACHMENT I  
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  
NAME OF SUBRECIPIENT


HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code Regulations, Title 2, section 7285 et seq.; the Fair Employment and Housing Commission regulations implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age (over 40), sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, pregnancy, disability (mental or physical including HIV and AIDS), medical condition (cancer/genetic characteristics), national origin (including language use restrictions), marital status, military and veteran status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

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

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

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

7-18-2020  
Date

  
Director's Signature

1240 Palmyrita Avenue, Suite A  
Riverside, CA 92507

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

CR50-Vendor Assurance of Compliance



COUNTY OF RIVERSIDE  
HOUSING, HOMELESSNESS PREVENTION  
AND WORKFORCE SOLUTIONS

**SUBRECIPIENT PAYMENT REQUEST**

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

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

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

Select Payment Type(s) Below:

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

|   |  |
|---|--|
| <b>COUNTY OF RIVERSIDE HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS<br/>SUBRECIPIENT EXPENDITURE REPORT (2076B)</b> |  |
|---|--|

**SUBRECIPIENT:**

**ACTUAL EXPENDITURES FOR (MM/YYYY)**

**CONTRACT #:**

| EXPENSE CATEGORY | APPROVED BUDGETED AMOUNT | CURRENT EXPENDITURES<br>BILLABLE AMOUNT | CUMULATIVE EXPENDITURES | UNEXPENDED BUDGETED AMOUNT |
|------------------|--------------------------|---|-------------------------|----------------------------|
|------------------|--------------------------|---|-------------------------|----------------------------|

List each item as outlined in contract budget.

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| <b>TOTAL BUDGET/EXPENSES</b> |  |  |  |  |

**IN-KIND CASH CONTRIBUTION**

| List each type of contribution  |  |  |  |  |
|---------------------------------|--|--|--|--|
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| <b>TOTAL IN-KIND/CASH MATCH</b> |  |  |  |  |

|                              |                       |                     |
|------------------------------|-----------------------|---------------------|
| <b>CLIENT FEES COLLECTED</b> | <b>CURRENT PERIOD</b> | <b>YEAR TO DATE</b> |
|------------------------------|-----------------------|---------------------|

## 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 Forms.)

2076A  
SUBRECIPIENT PAYMENT REQUEST

"Remit to Name"  
The legal name of your agency.

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

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

"Contract Number"  
Can be found on the first page of your contract.

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

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

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

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

**SUPPORTING DOCUMENTATION**

The general rule for supporting documentation is that for any Program cost that is to be reimbursed, provide the invoice which documents that a cost was incurred and a receipt, or a copy of a check, a check stub, or copy of bank statement to substantiate the amount paid. Supporting documentation must be **legible, clear and organized**. HHPWS must be able to tie your request to the amounts claimed. Costs can only be reimbursed if they have been included in the original application/budget.

Documentation for like line items should be identified with a summary sheet or label identifying the expense category. A spreadsheet itemizing the expenses, or at a minimum, an adding machine tape showing the expenses with a matching amount on the claim form is helpful. The clearer the information is that you provide, the quicker we will be able to process your claim.

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

**CLAIM DOCUMENTATION REQUIRED BY HHPWS**

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

ATTACHMENT IV  
HEAP Time/Activity Report

HEAP/CESH TIME & ACTIVITY REPORT  
AGENCY NAME - EMPLOYEE NAME

DATES: (dates for pay period)

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

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

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

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

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

**County of Riverside Department of Housing, Homelessness Prevention and Workforce Solutions  
3403 10th Street, Suite 300  
Riverside, CA 92501**

**and**

**Coachella Valley Association of Governments**

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

**Supportive Services Only - Navigation Center Operations Project**

**DPSS-0001233**



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This Subrecipient Agreement for the Homeless Emergency Aid Program (herein referred to as "Agreement") is made and entered into this 30<sup>th</sup> day of June, 2020, by and between Coachella Valley Association of Governments, a joint powers authority, (herein referred to as "SUBRECIPIENT") and the County of Riverside, a political subdivision of the State of California, on behalf of its Housing, Homelessness, Prevention and Workforce Solutions (herein referred to as "COUNTY").

WHEREAS, pursuant to Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), the State of California has established the Homeless Emergency Aid Program (HEAP), administered by the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (BCSH); and,

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

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

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

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

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

- A. "Administrative Entity" means a unit of general purpose local government (city, county or a city that is also a county) or nonprofit organization that has previously administered federal Department of Housing and Urban Development Continuum of Care funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations that has been designated by the Continuum of Care to administer program funds.
- B. "BCSH" means to the State of California Business, Consumer Services and Housing Agency.
- C. "CES" means the Riverside County Coordinated Entry System that serves to prioritize Homeless individuals according to longest length of homelessness and greatest service needs.
- D. "CoC" means the Continuum of Care for Riverside County.
- E. "COUNTY" means the County of Riverside and its Housing, Homelessness Prevention and Workforce Solutions (HHPWS), which has administrative responsibility for this Agreement. HHPWS and COUNTY are used interchangeably in this Agreement.
- F. "Emergency Shelter" means any facility, the primary purpose of which is to provide a temporary shelter for the Homeless in general or specific populations of the Homeless and



which does not require occupants to sign leases or occupancy agreements, as defined per 24 CFR 576.2. An Emergency Shelter is designed to be the first step in a continuum of assistance to enable Homeless individuals to become self-sufficient.

- G. "Expended" means all HEAP funds Obligated under this Agreement or Subcontract have been fully paid and received, and no invoices remain outstanding.
- H. "HEAP" or "Program" means the Homeless Emergency Aid Program established pursuant to Chapter 5 of Part 1 of Division 31 of the Health and Safety Code. HEAP and Program are used interchangeably in this Agreement.
- I. "HMIS" means the Riverside County Homeless Management Information System.
- J. "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on May 1, 2018.
- K. "Homeless Youth" means an unaccompanied Homeless individual who is not older than 24. Homeless individuals not older than 24 who are parents are included in this definition.
- L. "Instance(s) of Service" means each encounter with a member of the Target Population where services are provided for each of the eligible grant activities. For example, one individual checks into a warming center operated by provider X on Tuesday. The same individual checks into the same warming center the next night. This counts as two (2) instances of service for this activity.
- M. "Obligate" means that the SUBRECIPIENT has placed orders, awarded contracts, received services, or entered into similar transactions that require payment from the HEAP funds allocated to SUBRECIPIENT pursuant to this Agreement.
- N. "Rental Assistance or Subsidies" means housing vouchers, rapid-rehousing programs, and eviction prevention strategies.
- O. "RFP" means a Riverside County Request for Proposal.
- P. "Shelter Crisis" means a situation in which a significant number of persons are without the ability to obtain shelter, resulting in a threat to their health and safety.
- Q. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the SUBRECIPIENT with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- R. "SUBRECIPIENT" means Coachella Valley Association of Governments including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and Coachella Valley Association of Governments (CVAG) are used interchangeably in this Agreement.
- S. "Target Population" means any person who is Homeless as defined in this Agreement.

## 2. DESCRIPTION OF SERVICES

- A. SUBRECIPIENT shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services, attached hereto and incorporated herein by this reference.
- B. SUBRECIPIENT represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. SUBRECIPIENT shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.
- C. SUBRECIPIENT affirms that it is fully apprised of all of the work to be performed under this Agreement and SUBRECIPIENT agrees it can properly perform this work at the prices stated in Schedule A. SUBRECIPIENT is not to perform services or provide products outside of this Agreement.
- D. Acceptance by COUNTY of the SUBRECIPIENT's performance under this Agreement does not operate as a release of SUBRECIPIENT's responsibility for full compliance with the terms of this Agreement.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective on January 1, 2020 by both parties ("Effective Date") and continues in effect through October 31, 2021, unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. COUNTY and SUBRECIPIENT agree that all services provided to the Target Population shall be provided through June 30, 2021.

4. COMPENSATION

COUNTY shall pay SUBRECIPIENT for services performed, products provided, and expenses incurred in accordance with the terms of Schedule A, Payment Provisions. COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this Agreement. One hundred percent (100%) of HEAP funds allocated to SUBRECIPIENT, pursuant to this Agreement, shall be Expended by June 30, 2021. Any HEAP funds paid to SUBRECIPIENT, but not Expended pursuant to this Agreement by June 30, 2021 shall be returned to COUNTY within five (5) business days to be returned to BCSH and revert to the General Fund. In the event this Agreement is terminated prior to June 30, 2021, any funds paid to SUBRECIPIENT, but not Expended prior to the date of termination, shall be returned to COUNTY within five (5) business days of the notice of termination.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

The obligation of COUNTY for payment of this Agreement is contingent upon and limited by the availability of funding from which payment can be made. This Agreement is valid and enforceable only if sufficient funds are made available to COUNTY by BCSH. There shall be no legal liability for payment on the part of COUNTY unless funds are made available for such payment by BCSH. In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify SUBRECIPIENT in writing and this Agreement shall be deemed terminated having no further force or effect. In the event funding is reduced, COUNTY shall immediately notify SUBRECIPIENT in writing and it is mutually agreed that COUNTY has the option to immediately terminate this Agreement or to amend this Agreement to reflect the reduction of funds. COUNTY

shall make all payments to SUBRECIPIENT that were properly earned prior to the unavailability or reduction of funding.

6. TERMINATION FOR CONVENIENCE

- A. COUNTY may terminate this Agreement without cause by giving thirty (30) days written notice served on SUBRECIPIENT stating the extent and effective date of termination.
- B. After receipt of the notice of termination, SUBRECIPIENT shall:
- (1) Stop all work under this Agreement on the date specified in the notice of termination; and
  - (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.
- C. After termination, COUNTY shall make payment only for SUBRECIPIENT's performance up to the date of termination in accordance with this Agreement.
- D. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

7. TERMINATION FOR CAUSE

- A. COUNTY may, at any time, upon five (5) days written notice, terminate this Agreement for cause, if SUBRECIPIENT refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. Cause shall include, but is not limited to:
- (1) SUBRECIPIENT's failure to comply with the terms or conditions of this Agreement;
  - (2) use of, or permitting the use of HEAP funds provided under this Agreement for any ineligible activities;
  - (3) any failure to comply with the deadlines set forth in this Agreement;
  - (4) violation of any federal or state laws or regulations; or
  - (5) withdrawal of BCSH's expenditure authority.
- B. In addition to the other remedies that may be available to COUNTY in law or equity for breach of this Agreement, COUNTY may:
- (1) Bar the SUBRECIPIENT from applying for future HEAP funds;
  - (2) Revoke any other existing HEAP award(s) to the SUBRECIPIENT;
  - (3) Require the return of any unexpended HEAP funds disbursed under this Agreement;
  - (4) Require repayment of HEAP funds disbursed and Expended under this Agreement;
  - (5) Require the immediate return to COUNTY of all funds derived from the use of HEAP funds including, but not limited to recaptured funds and returned funds;

(6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HEAP requirements; and,

(7) Seek such other remedies as may be available under this Agreement or any law.

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

(1) Stop all work under this Agreement on the date specified in the notice of termination; and

(2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.

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

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

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

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

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

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

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

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

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

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

11. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting SUBRECIPIENT performance through any combination of on-site visits, inspections, evaluations, and SUBRECIPIENT self-monitoring. SUBRECIPIENT shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items. SUBRECIPIENT shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate SUBRECIPIENT's performance at any time, upon reasonable notice to the SUBRECIPIENT.
- B. SUBRECIPIENT agrees that COUNTY, BCSH, or their designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. SUBRECIPIENT agrees to provide COUNTY, BCSH, or their designees, with any relevant information requested. SUBRECIPIENT agrees to permit COUNTY, BCSH, or their designees, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under SB 850, HEAP program guidance document published on the website, and this Agreement. SUBRECIPIENT further agrees to retain all records described in this paragraph for a minimum of five (5) years after the termination of this Agreement. If any litigation, claim negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.
- C. COUNTY reserves the right to perform or cause to be performed a financial audit. At COUNTY's request, the SUBRECIPIENT shall provide, at SUBRECIPIENT's own expense, a financial audit prepared by a certified public accountant. HEAP administrative funds may be used to fund this expense.
  - (1) If a financial audit is required by COUNTY, the audit shall be performed by an independent certified public accountant.
  - (2) The SUBRECIPIENT shall notify COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by COUNTY to the independent auditor's working papers.
  - (3) The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.

- (4) If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to COUNTY for each finding within ninety (90) days from the date of the audit finding report.

12. CONFIDENTIALITY

- A. SUBRECIPIENT shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.
- B. SUBRECIPIENT shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement. SUBRECIPIENT shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. SUBRECIPIENT shall not use such information for any purpose other than carrying out SUBRECIPIENT's obligations under this Agreement. SUBRECIPIENT shall comply with Welfare and Institutions Code Section (WIC) 10850.
- C. SUBRECIPIENT shall take special precautions, including but not limited to, sufficient training of SUBRECIPIENT's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- D. SUBRECIPIENT shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. SUBRECIPIENT shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. HOLD HARMLESS/INDEMNIFICATION

- A. SUBRECIPIENT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of SUBRECIPIENT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. SUBRECIPIENT shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.
- B. With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their own choice, subject to the approval of COUNTY which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUBRECIPIENT indemnification to Indemnitees as set forth herein.

- C. SUBRECIPIENT's obligation hereunder shall be satisfied when SUBRECIPIENT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- D. The specified insurance limits required in this Agreement shall in no way limit or circumscribe SUBRECIPIENT's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

#### 14. INSURANCE

- A. Without limiting or diminishing SUBRECIPIENT's obligation to indemnify or hold COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- C. SUBRECIPIENT's must declare its insurance self-insured retentions for each coverage required herein. If any such self-insured retentions exceed \$500,000 per occurrence each such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, SUBRECIPIENT's carriers shall either 1) reduce or eliminate such self-insured retention as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. SUBRECIPIENT shall cause SUBRECIPIENT's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. SUBRECIPIENT shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the certificate of insurance.

- E. It is understood and agreed to by the parties hereto that SUBRECIPIENT's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work, or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT has become inadequate.
- G. SUBRECIPIENT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to COUNTY.
- I. SUBRECIPIENT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

15. WORKERS' COMPENSATION

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

16. VEHICLE LIABILITY

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

17. COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SUBRECIPIENT's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

18. PROFESSIONAL LIABILITY

If, at any time during the duration of this Agreement and any renewal or extension thereof, the SUBRECIPIENT, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the SUBRECIPIENT shall maintain Professional Liability Insurance providing



coverage for the SUBRECIPIENT's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If SUBRECIPIENT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and SUBRECIPIENT shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that SUBRECIPIENT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as long as the law allows.

19. **INDEPENDENT CONTRACTOR**

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

20. **USE BY OTHER POLITICAL ENTITIES**

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

21. **NO DEBARMENT OR SUSPENSION**

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

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

SUBRECIPIENT agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the

HEAP program, the COUNTY, its subcontractors, and all eligible activities. SUBRECIPIENT will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the SUBRECIPIENT shall comply with the more restrictive law or regulation.

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

23. INSPECTIONS

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

24. CORE COMPONENTS OF HOUSING FIRST

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

25. SERVICE AREAS

The County of Riverside and the following cities have declared and have in effect a Shelter Crisis in accordance with Government Code Section 8698.2 and are eligible to receive HEAP funds. SUBRECIPIENT shall only provide services in the unincorporated areas of District 4 of the County of Riverside and in the following incorporated cities:

|                       |                      |                            |
|-----------------------|----------------------|----------------------------|
| City of Blythe        | City of Coachella    | City of Desert Hot Springs |
| Cathedral City        | City of Indian Wells | City of Indio              |
| City of Palm Desert   | City of Palm Springs | City of La Quinta          |
| City of Rancho Mirage |                      |                            |

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

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

## 26. EMPLOYMENT PRACTICES

- A. SUBRECIPIENT and its subcontractors shall comply with all federal and state statutes and regulations in the hiring of its employees.
- B. During the performance of this Agreement, SUBRECIPIENT and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. SUBRECIPIENT and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. SUBRECIPIENT or its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. SUBRECIPIENT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- C. In the provision of benefits, SUBRECIPIENT and its subcontractors shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.
- D. By signing this Agreement or accepting funds under this Agreement, SUBRECIPIENT and its subcontractors shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

## 27. CHILD SUPPORT COMPLIANCE ACT

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

and enforcement of child support orders. Failure of the SUBRECIPIENT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of this Agreement. If SUBRECIPIENT has any questions concerning this reporting requirement, please call (916) 657-0529. SUBRECIPIENT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

## 28. DRUG FREE WORKPLACE CERTIFICATION

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

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

## 29. PERSONNEL

- A. Upon request by COUNTY, SUBRECIPIENT agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:
  - (1) All staff who work full or part-time positions by title, including volunteer positions;
  - (2) A brief description of the functions of each position and hours each position worked; and
  - (3) The professional degree, if applicable and experience required for each position.
- B. COUNTY has the sole discretion to approve or not approve any person on the SUBRECIPIENT's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. COUNTY shall notify SUBRECIPIENT in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, SUBRECIPIENT shall immediately remove that person from providing services under this Agreement.

C. Background Checks

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

30. SUBCONTRACTS

- A. No contract shall be made by the SUBRECIPIENT with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the SUBRECIPIENT and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.
- B. SUBRECIPIENT shall not enter into any Subcontract with any subcontractor who:
- (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
  - (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud; a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
  - (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; and
  - (4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
- C. SUBRECIPIENT shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
- D. SUBRECIPIENT shall insert clauses in all Subcontracts to bind its subcontractors to the terms and conditions of this Agreement.
- E. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of SUBRECIPIENT and COUNTY.

31. SUPPLANTATION

SUBRECIPIENT shall not supplant any federal, state or COUNTY funds intended for the purpose of this Agreement with any funds made available under any other agreement. SUBRECIPIENT shall not claim reimbursement from COUNTY for any sums which have been paid by another

source of revenue. SUBRECIPIENT agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of COUNTY.

32. ASSIGNMENT

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

33. FORCE MAJEURE

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

34. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

35. DISPUTES

A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. SUBRECIPIENT shall proceed diligently with the performance of this Agreement pending resolution of a dispute.

B. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

36. ADMINISTRATIVE/CONTRACT LIAISON

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

37. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

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

shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

**B. Client Complaints**

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

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

Civil Rights Complaints should be referred to:

Civil Rights Coordinator  
Riverside County Department of Housing, Homeless Prevention and Workforce Solutions  
3403 10th Street, Suite 300  
Riverside CA, 92501

**C. Services, Benefits and Facilities**

SUBRECIPIENT shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

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

**D. Cultural Competency**

SUBRECIPIENT shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services. For the purpose of this Section, a qualified interpreter is defined as someone who is

fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

38. NOTICES

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

COUNTY:

For Agreement, Program, Invoices and other financial document issues:  
Housing, Homelessness Prevention and Workforce Solutions  
3403 10<sup>th</sup> Suite, Suite 300  
Riverside CA, 92501

SUBRECIPIENT:

Coachella Valley Association of Governments  
Executive Director  
73710 Fred Waring Drive, Suite 200  
Palm Desert, CA 92503

39. SIGNED IN COUNTERPARTS

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

40. MODIFICATION OF TERMS

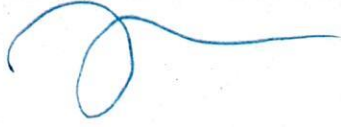

This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

41. ENTIRE AGREEMENT

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



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

|   |  |
|---|--|
| Authorized Signature for SUBRECIPIENT:<br> | Authorized Signature for COUNTY:<br> |
| Printed Name of Person Signing:<br>Tom Kirk   | Printed Name of Person Signing:<br>Carrie Harmon   |
| Title:<br>Executive Officer   | Title:<br>Assistant Director<br>Housing, Homelessness Prevention and<br>Workforce Solutions                            |
| Date Signed:<br>06/19/20  | Date Signed:<br>6/22/2020  |

FORM APPROVED COUNTY COUNSEL

BY:  6/17/2020  
 LISA SANCHEZ DATE

Schedule A  
Payment Provisions

A.1 MAXIMUM REIMBURSABLE AMOUNT

SUBRECIPIENT shall be reimbursed by COUNTY, in an amount not to exceed \$200,000.00. Said funds shall be spent according to the line item budget below:

| BUDGET CATEGORY   | DESCRIPTION OF SERVICES  | COST             |
|---|--|------------------|
| CVAG Housing First Supportive Services/Homeless Access Center |  |                  |
| Staff   | 1.0 FTE Full time lead to coordinate outreach, intake, assessment, referrals, and case management activities<br>1.0 FTE Full time staff person to support full time lead coordinator<br>3 x 0.5 FTE Part time staff to conduct outreach, data entry, and support functions as needed | \$120,000        |
| Supportive Services   | Supportive services delivered through the Homeless Access Center program may include food assistance, laundry assistance, transportation to access services or housing   | \$70,000         |
| Program Operations  | Operational overhead including phones, utilities, computers, transportation/reimbursement, office supplies, HMIS   | \$10,000         |
| <b>TOTAL</b>  |  | <b>\$200,000</b> |

A.2 METHOD, TIME, AND CONDITIONS OF PAYMENT

a. SUBRECIPIENT will be paid the actual amount of each approved monthly invoice. COUNTY may delay payment if the required supporting documentation, as set forth in Attachment III, attached hereto and incorporated herein by this reference, is not provided or other requirements are not met. SUBRECIPIENT shall also submit the following documents with each approved monthly invoice:

1. Forms 2076A, 2076B (Attachment II)
2. HEAP Time/Activity Report (Attachment IV)

b. All completed claims must be submitted on a monthly basis no later than thirty (30) days after the end of each month in which the services were provided. Each payment claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

A.3 INELIGIBLE COSTS

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

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

shall be required to reimburse these funds to the COUNTY. Upon final determination by COUNTY of disallowed expenditures or indebtedness, COUNTY may deduct and retain the amount of the disallowed or indebtedness from the amount of the withheld funds.

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

#### A.4 ADMINISTRATIVE COSTS

SUBRECIPIENT shall not be reimbursed for administrative costs related to this Agreement. For purpose of this Agreement, "administrative costs" does not include staff costs directly related to carrying out the eligible activities.

#### A.5 EXPENDITURE OF FUNDS

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

#### A.6 ADVANCES

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

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

**A.7 BUDGET AMENDMENTS**

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

**A.8 WITHHELD PAYMENTS**

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

**A.9 REPROGRAMMING OF HEAP FUNDS**

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

**A.10 FISCAL ACCOUNTABILITY**

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

Schedule B  
Scope of Services

## B.1 APPLICATION

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

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

## B.2 SCOPE OF SERVICES

## A. Primary Objectives

SUBRECIPIENT shall:

1. Provide a physical location that will serve as home base for coordinated street outreach in conjunction with trained public safety officers, first responders and collaborative delivery of supportive services to address both immediate needs of unsheltered homeless individuals and longer-lasting solutions that will connect unsheltered homeless individuals with services and housing needed to become self-sufficient and exit homelessness.
2. Contact and engage the most vulnerable unsheltered Homeless individuals with offsite street and encampment outreach, and operate in direct connection with the 100 Familiar Faces Bridge Housing Project, who have substance use, mental health issues and are living in encampments.
3. Conduct an individualized needs assessment for each Homeless individual and work with the Homeless individual to develop an Individualized Plan to address barriers which might prevent the Homeless individual from obtaining and/or searching for housing.

4. Provide case management and supportive services that include assessing housing, service needs and arranging/coordinating/monitoring the delivery of individualized services for Homeless individuals. For the purpose of defining case management as it relates to street outreach and navigation services, the definition in 24 CFR 576.101(a)(2), shall be used ("Case Management: assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant. Eligible services and activities are as follows: using the centralized or coordinated assessment system as required under § 576.400(d); conducting the initial evaluation required under § 576.401(a), including verifying and documenting eligibility; counseling; developing, securing and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.")
5. Facilitate regional coordination among partners through the Coachella Valley Housing First (CVHF) program, a housing first approach that includes rapid rehousing, rapid resolution, and crisis stabilization housing.
6. Collaborate with local Community Based Organizations and COUNTY resources that provide key resources and services for Homeless individuals.
7. Maintain complete and accurate documentation of services provided to each Homeless individual in accordance with federal, state, COUNTY and CoC guidelines.

**B. Target Population**

The project shall serve unsheltered, homeless individuals and families in the Coachella Valley member jurisdiction. Priority will be given to unsheltered chronically homeless individuals with severe barriers, and lower-barrier target populations of specific concern in Coachella Valley.

**C. Service Area**

The Homeless Access Center is located in the City of Palm Springs serving Coachella Valley's ten (10) cities listed below, including its unincorporated areas:

1. Blythe
2. Cathedral City
3. Coachella
4. Desert Hot Springs
5. Indian Wells
6. Indio
7. La Quinta
8. Palm Desert
9. Palm Springs
10. Rancho Mirage

**D. The Homeless Access Center (HAC) Operations**

1. The project shall repurpose an existing optimally-located facility owned by the City of Palm Springs that has been used for emergency overnight shelter. This temporary program shall provide low barrier relief for unsheltered homeless individuals that accommodate partners, pets, and storage for belongings. The City of Palm Springs

fully supports use of the facility for this purpose and will remain an active partner in its implementation.

2. The HAC shall be administered by Path of Life Ministries, a nonprofit corporation capable of fostering collaboration, tracking support and outcomes in accordance with best practices and requirements. The services delivered through the HAC will be coupled with offsite street and encampment outreach and operate in direct connection with the 100 Familiar Faces Bridge Housing Pilot Project.
  - a. Operation of the facility shall be overseen by Path of Life Ministries, a qualified subcontractor experienced with the full spectrum of homeless services. All partners operating from the site will receive team building support based on best practices to cultivate a shared vision for delivery of services.
  - b. HAC is projected to operate for the term of this grant, primarily during the day, with set hours to be determined.
  - c. The term and hours shall be revised based on need and available resources.
  - d. Clients shall be accepted on a referral or walk-in basis, offered immediate relief, such as showers or clean clothes, and offered an opportunity to engage in supportive services and linkages to housing.
  - e. Staff based at the Homeless Access Center shall include a 1 full-time lead coordinator, 1 full-time support staff for the lead coordinator, and 3 part-time staff to conduct street outreach, data entry, and other functions as assigned.
  - f. Staff shall be co-located with staff working on the Bridge Housing Pilot Project, as well as representatives from other service providers, which will make it easier to link services quickly and cultivate the kind of true collective impact collaboration needed to successfully address the complexities of homelessness.
  - g. The HAC shall also host regular planning meetings involving public safety officers, first responders, outreach workers, and service providers to identify the CV100 – region's most vulnerable chronically homeless individuals.
3. The HAC Supportive Services program model shall provide the following offsite and onsite supportive services.
  - a. Immediate needs (food/water, restrooms, showers, toiletries, clean clothes, free ID vouchers) for unsheltered homeless individuals.
  - b. HAC Supportive Services program model shall be flexible and responsive to the needs of the unsheltered homeless population who are most affected by extreme weather conditions. Depending on the need, should an extreme weather condition arise, the HAC shall post extended hours of service and notify COUNTY and city partners.
  - c. Diversion and problem-solving with those individuals who are not homeless. HAC Workers shall be trained in Diversion Conversational Techniques (DCT) for use on

the phone and in person. These DCT's will provide active listening, emotional availability, and ask open-ended questions.

- d. Unsheltered homeless and non-homeless shall be offered onsite online sign-ups for appropriate needed services (Medi-Cal, CalFresh, CalWORKS/GAIN/Cash Aid Program, and General Assistance). Work Force Development (WFD) Employment assistance and job training skills will be offered as well.
- e. Unsheltered homeless individuals shall be offered emergent service referrals (medical, mental health, substance abuse, legal) and especially for special high-need populations (seniors, domestic violence victims, veterans, LGBTQ, youth, and families).
- f. Unsheltered homeless individuals shall be informed, offered, and referred to service providers for housing:
  - o *Housing Disability Advocacy Program (HDAP).*
  - o *CalWORKS Housing Support Program (HSP).*
  - o *Adult Protective Services (APS).*
  - o *Probation, Whole Person Care.*
  - o *Riverside County Housing Authority (RCHA).*
  - o *Riverside University Behavioral Health System (RUBHS).*
  - o *Senior Low Income Housing.*
  - o *County Housing Locators.*
- g. Housing assessments, documentation, and monitoring participants progress with the CES.

#### E. Outreach

##### 1. SUBRECIPIENT shall:

- a. Regularly conduct field outreach, partnered with public safety officers, to engage unsheltered chronically homeless individuals.
- b. Accept referrals from public safety officers and others, and become a much-needed access point in western Coachella Valley. Referrals shall be taken on an on-call basis outside of regular operating hours.
- c. Engage a minimum of 650 unduplicated unsheltered individuals; provide a minimum of 25,000 services to unsheltered homeless individuals (immediate relief; excessive weather relief) for 30 - 60 days, with the possibility of an additional 30 days if needed and documented.
- d. Make a minimum of 75 emergent service referrals (medical, mental health, substance abuse).
- e. Make a minimum of 75 self-sufficiency referrals (Medi-Cal, CalFresh, CalWORKS, GAIN, Cash Aid, General Assistance, and workforce development).
- f. Make a minimum of 50 legal services referrals and CVCORP applications.



g. Assist a minimum of 50 unduplicated individuals with low or no-cost interventions.

F. Intake and Assessment

1. SUBRECIPIENT shall assist each Homeless person individually and provide essential services which will get Homeless individuals and families off the street and into more stable housing. Consistent with 24 CFR 576.101, Street Outreach Component, these activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs such as providing food, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to Homeless individuals, mainstream services and housing programs, including Emergency Shelters.
2. SUBRECIPIENT shall complete a comprehensive intake/individualized assessment to identify the Homeless individual's needs and barriers to obtaining employment/income and housing.
3. SUBRECIPIENT shall develop a personalized individual service plan to connect unsheltered homeless individuals with bridge housing/permanent solutions as part of the 100 Familiar Faces Pilot Project, which seeks to place a minimum of 150 unsheltered homeless individuals in sustainable housing solutions.

G. Comprehensive Wrap-Around Case Management Services:

SUBRECIPIENT shall:

- a. Work in conjunction with supportive services provided through the HAC to provide case management and implement programming that supports clients in gathering and obtaining documentation required to maximize their individual resources and support their transition into permanent housing (i.e. Medical, SSI, SNAP, Personal identification, restraining orders, etc.).
- b. Provide supportive services by case managers and regional service providers as clients progress toward permanent housing (i.e. recovery programs, behavioral health resources, domestic violence counseling, employment training, etc.).
- c. Provide housing support based on individual needs which includes, coordinating and monitoring the delivery of individualized services that support job searching, budgeting and managing time, obtaining resources and treatment for substance abuse, and mental and physical health issues.
- d. Engage the community and its resources to local food pantries, community clothing closets, faith-based organizations, and other resource centers to supplement the individuals' access to resources that support everyday life.
- e. Expand collaboration with local Community Based Organizations and COUNTY resources that provide key resources and services for homeless individuals; leverage existing community resources to maximize opportunities available to each client.

- f. Teach problem solving and coping skills to ensure self-sufficiency on how to clean/maintain an apartment, shop for groceries on a limited budget, prepare and cook healthy meals, request maintenance on a rental unit, budget household finances, and pay their rent portion on time.
- g. Provide employment support services through the Employment Pipeline Program which includes individualized assessments, workshops, mock interviews, applications, resume preparation, job search and job placement support.
- h. Provide life-skill workshops, group counseling, and Wellness Recovery Action Planning (WRAP). Participants shall receive all necessary materials that enhance their knowledge and skills.
- i. Consult with Riverside University Health System (RUHS) - Behavior Health to identify beds for 90-day recovery.
- j. Provide participants with an Outreach Navigator to obtain permanent support housing.
- k. Provide and consult with local resources to secure domestic violence services.
- m. Provide and consult with local resources to access Federally Qualified Health Center (FQHC)

### B.3 HOMELESS MANAGEMENT INFORMATION SYSTEM

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

1. Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, data collection, and entering required client data on a regular and timely basis.
2. COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant SUBRECIPIENT access to use the HMIS software for the term of this Agreement.
3. SUBRECIPIENT shall ensure that employees using HMIS for client intake capture all required data fields, as set forth in the County of Riverside Continuum of Care HMIS Policies and Procedures Manual, which is located on the DPSS website: <http://dpss.co.riverside.ca.us/files/pdf/hmis/policies/2017/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf>.
4. SUBRECIPIENT must maintain a valid HMIS End User Agreement on file with COUNTY, which is located on the DPSS website: <http://dpss.co.riverside.ca.us/files/pdf/hmis/policies/2017/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf>.

5. SUBRECIPIENT agrees to provide BCSH access to HMIS data collected and entered into the SUBRECIPIENT'S HMIS, upon request, and to participate in any statewide data initiative as directed by BCSH, including, but not limited to, a statewide data integration environment.

#### B.4 REPORTING REQUIREMENTS

- A. SUBRECIPIENT shall submit an annual report to COUNTY on forms provided by COUNTY, sixty (60) days prior to the reporting date deadlines of January 1, 2020, January 1, 2021, and September 30, 2021. If the SUBRECIPIENT fails to provide such documentation, COUNTY may disencumber any portion of the amount authorized by this Agreement with a five (5) day written notification. SUBRECIPIENT shall also submit additional reports that may be requested by COUNTY and/or BCSH.
- B. The annual report shall contain a detailed report containing the following:
  1. Amounts awarded to subcontractors with activity(ies) identified.
  2. Contract expenditures
  3. Unduplicated number of Homeless persons or persons at imminent risk of homelessness served.
  4. Number of Instances of Service.
  5. Increases in capacity for new and existing programs.
  6. The number of unsheltered Homeless persons becoming sheltered.
  7. The number of Homeless persons entering permanent housing.
- C. Breakdowns will be expected for each activity (i.e. services, capital improvements, Rental Assistance, etc.) and program type (i.e. Emergency Shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities identified by the U.S. Department of Housing and Urban Development (HUD):
  1. Chronically Homeless
  2. Homeless veterans
  3. Unaccompanied Homeless Youth
  4. Homeless persons in families with children
- D. SUBRECIPIENT will also be asked to comment on the following:
  1. Progress made toward local homelessness goals.
  2. The alignment between HEAP funding priorities and "Housing First" principles adopted by the Homeless Coordinating and Financing Council.
  3. Any other effects from HEAP funding that the CoC would like to share (optional).

ATTACHMENT I  
Assurance of Compliance

**ASSURANCE OF COMPLIANCE WITH  
THE RIVERSIDE COUNTY HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS  
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS  
NAME OF SUBRECIPIENT

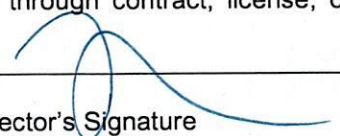
HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code Regulations, Title 2, section 7285 et seq.; the Fair Employment and Housing Commission regulations implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age (over 40), sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, pregnancy, disability (mental or physical including HIV and AIDS), medical condition (cancer/genetic characteristics), national origin (including language use restrictions), marital status, military and veteran status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

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

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

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

06/19/20  
Date

  
Director's Signature

73710 Fred Warning Drive, Suite 200  
Palm Desert, CA 92593

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

CR50-Vendor Assurance of Compliance

COUNTY OF RIVERSIDE  
HOUSING, HOMELESSNESS PREVENTION  
AND WORKFORCE SOLUTIONS  
**SUBRECIPIENT PAYMENT REQUEST**

To: Riverside County  
Housing, Homelessness Prevention  
and Workforce Solutions  
3403 10th Street, Suite 300  
Riverside CA, 92501

From: \_\_\_\_\_  
Remit to Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Sub recipient Name  
\_\_\_\_\_  
Sub recipient 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 COUNTY USE ONLY (DO NOT WRITE BELOW THIS LINE)**

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

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

Invoice # \_\_\_\_\_

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

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

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

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

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 \_\_\_\_\_

|   |                          |                                      |                         |                            |
|---|--------------------------|--------------------------------------|-------------------------|----------------------------|
| COUNTY OF RIVERSIDE HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS<br>SUBRECIPIENT EXPENDITURE REPORT (2076B) |                          |                                      |                         |                            |
| SUBRECIPIENT:   |                          |                                      |                         |                            |
| ACTUAL EXPENDITURES FOR (MM/YYYY)   |                          |                                      |                         |                            |
| CONTRACT #:   |                          |                                      |                         |                            |
| EXPENSE CATEGORY  | APPROVED BUDGETED AMOUNT | CURRENT EXPENDITURES BILLABLE AMOUNT | CUMULATIVE EXPENDITURES | UNEXPENDED BUDGETED AMOUNT |

List each item as outlined in contract budget.

| EXPENSE CATEGORY             | APPROVED BUDGETED AMOUNT | CURRENT EXPENDITURES BILLABLE AMOUNT | CUMULATIVE EXPENDITURES | UNEXPENDED BUDGETED AMOUNT |
|------------------------------|--------------------------|--------------------------------------|-------------------------|----------------------------|
|                              |                          |                                      |                         |                            |
|                              |                          |                                      |                         |                            |
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|                              |                          |                                      |                         |                            |
|                              |                          |                                      |                         |                            |
|                              |                          |                                      |                         |                            |
| <b>TOTAL BUDGET/EXPENSES</b> |                          |                                      |                         |                            |

IN-KIND CASH CONTRIBUTION

|                                 |  |  |  |  |
|---------------------------------|--|--|--|--|
| List each type of contribution  |  |  |  |  |
|                                 |  |  |  |  |
|                                 |  |  |  |  |
|                                 |  |  |  |  |
|                                 |  |  |  |  |
|                                 |  |  |  |  |
|                                 |  |  |  |  |
| <b>TOTAL IN-KIND/CASH MATCH</b> |  |  |  |  |

|                       |                |              |
|-----------------------|----------------|--------------|
| CLIENT FEES COLLECTED | CURRENT PERIOD | YEAR TO 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 Forms.)

2076A

**SUBRECIPIENT PAYMENT REQUEST****"Remit to Name"**

The legal name of your agency.

**"Address"**

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

**"SUBRECIPIENT Name"**

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

**"Contract Number"**

Can be found on the first page of your contract.

**"Amount Requested"**

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

**"Payment Type"**

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

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

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

**"Authorized Signature, Title, and Date (SUBRECIPIENT's)**  
Self-explanatory (required). Original Signature needed for payment.

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

**SUPPORTING DOCUMENTATION**

The general rule for supporting documentation is that for any Program cost that is to be reimbursed, provide the invoice which documents that a cost was incurred and a receipt, or a copy of a check, a check stub, or copy of bank statement to substantiate the amount paid. Supporting documentation must be **legible, clear and organized**. DHHPWS must be able to tie your request to the amounts claimed. Costs can only be reimbursed if they have been included in the original application/budget.

Documentation for like line items should be identified with a summary sheet or label identifying the expense category. A spreadsheet itemizing the expenses, or at a minimum, an adding machine tape showing the expenses with a matching amount on the claim form is helpful. The clearer the information is that you provide, the quicker we will be able to process your claim.

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

**CLAIM DOCUMENTATION REQUIRED BY HHPWS**

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



ATTACHMENT IV  
HEAP Time/Activity Report

HEAP/CESH TIME & ACTIVITY REPORT  
*AGENCY NAME - EMPLOYEE NAME*

DATES: (dates for pay period)

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

Checkpoint  
0.00

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

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

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

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