

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



**ITEM: 3.17  
(ID # 14305)**

**MEETING DATE:**  
Tuesday, April 20, 2021

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

**SUBJECT:** HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS (HHPWS): Ratify and Approve three Subrecipient Agreements to reprogram the 2018 Homeless Emergency Aid Program (HEAP) with Operation Safe House, Inc. (OSH) for two years; and Jewish Family Service of San Diego (JFSSD), for two years; Districts 1, 2 and 4. [Total Cost: \$273,314.25 - 100% State]

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

1. Ratify and Approve Subrecipient Agreement #HHPWSCoC-0000034 with Operation Safe House, Inc. (OSH) for the 2018 Homeless Emergency Aid Program (HEAP) Emergency Shelter Services, for a total aggregate amount not to exceed \$107,205.64, for two years through October 31, 2021, to support regional coordination for emergency housing for homeless youth and expand local capacity to address the County's Continuum of Care (CoC) immediate homelessness challenges;
2. Ratify and Approve Subrecipient Agreement #HHPWSCoC-0000035 with OSH for the 2018 HEAP Transitional Living and Permanent Supportive Housing Programs, for a total aggregate amount not to exceed \$55,108.61 for two years through October 31, 2021, to support transitional housing for homeless youth and expand local capacity to address the County's CoC immediate homelessness challenges;

Continued on Page 2

**ACTION: Policy**

  
Heidi Marshall, Director 4/5/2021

---

**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: April 20, 2021  
xc: HHPWS

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

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

3. Ratify and Approve Subrecipient Agreement #HHPWSCoC-0000036 with Jewish Family Service of San Diego (JFSSD) for the 2018 HEAP Desert Rose Permanent Supportive Housing Project, for a total aggregate amount not to exceed \$111,000.00 for two years through October 31, 2021, to support a new permanent supportive housing project and expand local capacity to address the County's CoC immediate homelessness challenges;
4. Authorize the Director of Housing, Homelessness Prevention and Workforce Solutions, (HHPWS), or designee charged with the responsibility of administering and implementing the Subrecipient Agreements and associated programs, to execute Subrecipient Agreements #HHPWSCoC-0000034, #HHPWSCoC-0000035, and #HHPWSCoC-0000036 (2018 HEAP Subrecipient Agreements) on behalf of the County, as approved as to form by County Counsel; and
5. Authorize the Director of HHPWS, or designee, charged with the responsibility of administering and implementing the 2018 HEAP Subrecipient Agreements and associated programs, based on the availability of funding and as approved as to form by County Counsel to: (a) sign amendments to the 2018 HEAP Subrecipient Agreements that make modifications to the scope of services that stay within the intent of the agreements; (b) move the allocated funds between the subrecipients; and (c) sign amendments to the compensation provisions of the agreements that do not exceed the HEAP total grant amount allocated to the County by the State.

Continued on Page 3

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$204,986	\$68,328.25	\$273,314.25	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% State Funds			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 19/20 - 21/22	

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

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

**BACKGROUND:**

**Summary**

The California Homeless Coordinating and Financing Council (HCFC) in the Business, Consumer Services and Housing Agency (BCSH) administers HEAP to provide one-time block grant funding to address the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness in the jurisdictions of each CoC that declared and have in effect a shelter crisis. HHPWS has been designated by the Riverside County CoC as the Administrative Entity (AE) to administer HEAP funds allocated to the Riverside County CoC. The Riverside County CoC Board of Governance (BoG) is the responsible body approving funding recommendations and monitoring the overall effectiveness of the CoC planning processes and activities. Below is a historical timeline:

- On September 5, 2018, HCFC announced the Notice of Funding Availability (NOFA) for HEAP funding to local CoC Service Areas, including Riverside County.
- On November 16, 2018, Riverside County CoC released a Request for Proposal (RFP), #DPARC 564A for HEAP. On December 27, 2018, the Department of Public Social Services (DPSS) submitted an application for HEAP funds to BCSH through a collaborative effort with the County's CoC. The total HEAP allocation to the County of Riverside is \$9,791,805 with at least 5% designated as a Youth Set Aside and used to "establish or expand services meeting the needs of homeless youth or youth at risk of homelessness" totaling \$489,590. OSH total HEAP funding of \$162,314.25 is part of that 5% designated as a Youth Set Aside. No County matching funds are required. Expenditure deadline is June 30, 2021.
- On March 4, 2019, DPSS executed the Standard Agreement (Grant Agreement) with the BCSH.
- On March 4, 2019, the BoG awarded \$162,314.25 to OSH for a HEAP capital improvement project. On September 17, 2020, OSH requested to reprogram the HEAP capital improvement project funding to two service projects to support the operations of

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

two emergency shelters; and a transitional living program and permanent supportive housing project located in the City of Riverside and Thousand Palms for homeless youth and young adults. These projects will benefit the community by serving 182 youth between January 2020 – June 2021 (including 150 youth age 11 - 17 in the emergency shelter program and 32 youth age 18 – 21 in the transitional living and permanent supportive housing program).

- In May 2020, JFSSD needed \$111,000 to support its new rental assistance project named Desert Rose from June 1, 2020 through September 30, 2020 before this new project could be taken over by the CoC Program. This project benefits the community by providing direct rental assistance and supportive services to chronically homeless individuals in the communities of Coachella Valley. HHPWS determined that the uncommitted HEAP funds from an interest-bearing account could be used for this purpose.
- On November 12, 2020, the BoG approved all three reprogramming requests including two for OSH and one for JFSSD. These projects benefit the community by directly supporting the Riverside County CoC's mission to provide immediate and permanent housing solutions to people experiencing homelessness. As of the last 2020 Annual Homeless Point in Time Count and Survey, there are currently 2,884 unsheltered and sheltered individuals experiencing homelessness in Riverside County. This count broken down by district is as follows: District 1: 441 (21%), District 2: 505 (23%), District 3: 255 (12%), District 4: 627 (29%), and District 5: 327 (15%).

Below is a summary of the reprogramming amounts for the service projects:

<b>Subrecipient</b>	<b>Target Population</b>	<b>Project Name</b>	<b>Funding Amount:</b>	<b>Supervisory District</b>
Operation Safe House, Inc.	Homeless Youth	Emergency Shelter Services	\$107,205.64	1, 2, 4
Operation Safe House, Inc.	Homeless Youth	Transitional Living and Permanent Supportive Housing Programs	\$55,108.61	1, 2, 4
Jewish Family Service of San Diego	Chronically Homeless	Desert Rose Permanent Supportive Housing Project	\$111,000.00	4
<b>Total</b>			<b>\$273,314.25</b>	

**Impact on Residents and Businesses**



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

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

**Additional Fiscal Information**


N/A

**Contract History and Price Reasonableness**

N/A

**ATTACHMENTS:**

- **ATTACHMENT A:** SUBRECIPIENT AGREEMENT FOR THE 2018 HOMELESS EMERGENCY AID PROGRAM (HEAP) EMERGENCY SHELTER SERVICES WITH OPERATION SAFE HOUSE, INC., #HHPWSCOC-0000034
- **ATTACHMENT B:** SUBRECIPIENT AGREEMENT FOR THE 2018 HOMELESS EMERGENCY AID PROGRAM (HEAP) TRANSITIONAL LIVING AND PERMANENT SUPPORTIVE HOUSING PROGRAMS WITH OPERATION SAFE HOUSE, INC., #HHPWSCOC-0000035
- **ATTACHMENT C:** SUBRECIPIENT AGREEMENT FOR THE 2018 HOMELESS EMERGENCY AID PROGRAM (HEAP) DESERT ROSE PERMANENT SUPPORTIVE HOUSING PROJECT WITH JEWISH FAMILY SERVICE OF SAN DIEGO, #HHPWSCOC-0000036

  
Steven Atkeson 4/12/2021

  
Gregory L. Priamos, Director County Counsel 4/7/2021

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

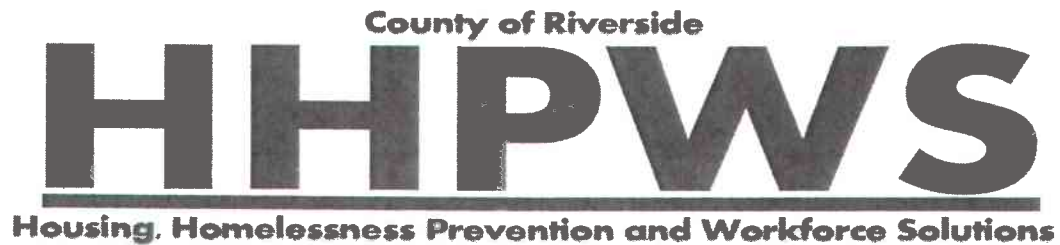
and

Operation Safe House, Inc.

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

Emergency Shelter Services

HHPWSCoC-0000034



WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

## TABLE OF CONTENTS

1.	DEFINITIONS .....	3
2.	DESCRIPTION OF SERVICES .....	5
3.	PERIOD OF PERFORMANCE .....	5
4.	COMPENSATION.....	5
5.	AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS.....	5
6.	TERMINATION FOR CONVENIENCE .....	6
7.	TERMINATION FOR CAUSE.....	6
8.	REQUEST FOR WAIVER AND WAIVER OF BREACH .....	7
9.	OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL.....	7
10.	CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST.....	7
11.	RECORDS, INSPECTIONS, AND AUDITS .....	8
12.	CONFIDENTIALITY .....	9
13.	HOLD HARMLESS/INDEMNIFICATION.....	9
14.	INSURANCE.....	10
15.	WORKERS' COMPENSATION .....	11
16.	VEHICLE LIABILITY .....	11
17.	COMMERCIAL GENERAL LIABILITY .....	11
18.	PROFESSIONAL LIABILITY .....	12
19.	INDEPENDENT CONTRACTOR .....	12
20.	USE BY OTHER POLITICAL ENTITIES .....	12
21.	NO DEBARMENT OR SUSPENSION .....	12
22.	COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES .....	13
23.	INSPECTIONS.....	13
24.	CORE COMPONENTS OF HOUSING FIRST .....	13
25.	SERVICE AREAS.....	13
26.	EMPLOYMENT PRACTICES.....	14
27.	CHILD SUPPORT COMPLIANCE ACT .....	14
28.	DRUG FREE WORKPLACE CERTIFICATION .....	15
29.	PERSONNEL.....	15
30.	SUBCONTRACTS .....	16
31.	SUPPLANTATION.....	17
32.	ASSIGNMENT .....	17
33.	FORCE MAJEURE .....	17
34.	GOVERNING LAW .....	17
35.	DISPUTES .....	17
36.	ADMINISTRATIVE/CONTRACT LIAISON .....	18
37.	CIVIL RIGHTS COMPLIANCE .....	18
38.	NOTICES .....	19
39.	SIGNED IN COUNTERPARTS.....	19
40.	MODIFICATION OF TERMS.....	19
41.	ENTIRE AGREEMENT.....	20

## List of Schedules

Schedule A – Payment Provisions

Schedule B – Scope of Services

## List of Attachments

Attachment I – Assurance of Compliance

Attachment II – 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 \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Operation Safe House, Inc., 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. "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 receipted, 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 Operation Safe House, Inc. including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and Operation Safe House, Inc. 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 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

City of Blythe	City of Canyon Lake	Cathedral City
City of Coachella	City of Desert Hot Springs	City of Indian Wells
City of Indio	City of Lake Elsinore	City of La Quinta
City of Palm Desert	City of Palm Springs	City of Rancho Mirage
City of Riverside	City of Wildomar	

The County of Riverside and the following cities have declared and have in effect a Shelter Crisis in accordance with Government Code Section 8698.2 and are eligible to receive HEAP funds.

SUBRECIPIENT shall only provide services in the unincorporated areas of District 1, 2 and 4 of the County of Riverside and in the following incorporated cities:

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 criminal records from the State of California Department of Justice (DOJ). A signed certification of such criminal record and, as appropriate, a signed justification and clearance from Contractor or designee demonstrating fitness to perform duties 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 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, Homelessness 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:

Operation Safe House, Inc.  
9685 Hayes Street  
Riverside, 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:	Authorized Signature for COUNTY:
Printed Name of Person Signing: Amy S. Harrison	Printed Name of Person Signing: Heidi Marshall
Title: Board President	Title: Director Housing, Homelessness Prevention and Workforce Solutions
Date Signed:	Date Signed:

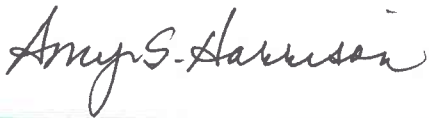
FORM APPROVED COUNTY COUNSEL

 BY: Lisa Sanchez 3/25/2021  
 LISA SANCHEZ DATE

## 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: 	Authorized Signature for COUNTY:
Printed Name of Person Signing: Amy S. Harrison	Printed Name of Person Signing: Heidi Marshall
Title: Board President	Title: Director Housing, Homelessness Prevention and Workforce Solutions
Date Signed: 3/8/21	Date Signed:

Schedule A  
Payment Provisions

A.1 MAXIMUM REIMBURSABLE AMOUNT

SUBRECIPIENT shall be reimbursed by COUNTY, in an amount not to exceed \$107,205.64. Said funds shall be spent according to the line item budget below:

BUDGET CATEGORY	DESCRIPTION OF SERVICES	COST
OPERATION SAFE HOUSE EMERGENCY SHELTER SERVICES RIVERSIDE SHELTER / DESERT SHELTER		
STAFF Childcare Worker	Salaries/benefit costs for employees providing services to clients, including childcare workers, etc.	\$82,416.34
OPERATIONS	Costs of operating facilities and providing supportive services to clients, including, building security, electricity/gas/water, equipment, telephone, office supplies, property taxes/insurance, maintenance, etc.	\$24,789.30
<b>TOTAL</b>		<b>\$107,205.64</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. Background

Operation Safe House, Inc. has two emergency shelters in two locations (Riverside and Thousand Palms) each a 6 bed facility and is able to accommodate 12 youth total who have come in from the streets, local law enforcement, child welfare, and other county and city agencies.

Operation Safe House, Inc. provides direct services to runaway, homeless, and at-risk youth ages 11-17 through the provision of two emergency shelter programs, Operation Safe House in Riverside and SafeHouse of the Desert in Thousand Palms. Operation Safe House provides youth with guaranteed emergency shelter and support services that assist youth in crisis (food to prevent malnutrition and ill health, clothing, counseling, referrals, and resource plans), reunites youth with their families (as appropriate), strengthens family relationships, builds trust and helps youth transition to safe and appropriate living arrangements where they can become self-sufficient, contributing members of society.

## B. Primary Objectives

SUBRECIPIENT shall:

1. Provide safe emergency housing for runaway, homeless, and at-risk youth ages 11-17 at Operation Safe House in Riverside for an average of twenty-one (21) days with food, clothing, case management, counseling, life skills, on-site education, and outreach programs in western Riverside County.

2. Provide safe emergency housing for runaway, homeless, and at-risk youth ages 11-17 at SafeHouse of the Desert in Thousand Palms for an average of twenty-one (21) days with food, clothing, case management, counseling, life skills, on-site education, and outreach programs in eastern Riverside County.
3. Provide staff to work full-time providing on the spot counseling, interventions, and referrals to assist homeless youth to transition to safe living arrangement. Case Manager shall oversee all of the youth's services for the duration of the program and help the youth connect with people and community resources that can support them (i.e. mentoring programs, education, employment, support groups, mental health, social services, etc.)
4. Provide case management, housing support, and appropriate supportive services based on their individual needs to unsheltered Homeless Youth between the ages of 11-17 in Districts 1, 2 and 4.
5. Provide publicly an available 800 crisis line that is answered by trained emergency shelter staff 24/7.
6. Encourage Homeless Youth to attend events and classes at the Operation Safe House shelters to help them find something they enjoy participating in and begin to utilize the classes, build relationships and seek counseling.
7. Provide transportation for runaway and Homeless Youth ages 11-17 to their home school through the use of Operation Safe House own vehicle. Transportation also includes access to the shelters and the transitional living programs via the 168 mobile "Safe Place" sites (RTA and SunLine Buses).
8. Connect Homeless Youth to benefits that they qualify for such as healthcare, social security, employment, educational programs and any other federal and state benefits.
9. Provide resources and referrals to link Homeless Youth to other community partner resources such as local County agencies and community based non-profits who can assist Homeless Youth with supportive services.
10. Provide a "soft handoffs" approach to Homeless Youth so that the Homeless Youth receive social support and are able to feel safe and secure through each process of the community resources.
11. Work collaboratively with other agencies, local government agencies and non-profits to offer linkage services to Homeless Youth.
12. Complete the VI-SPDAT and refer Homeless Youth to the Coordinated Entry System.

C. SUBRECIPIENT shall provide the following emergency shelter services:

1. Intake and Assessment:

- a. SUBRECIPIENT shall conduct an individualized needs assessment for each Homeless Youth and work with the Homeless Youth to develop an Individualized Service Plan with their therapist to create a treatment plan to address each of the specific needs identified.
- b. SUBRECIPIENT shall maintains Individual Client files for all youth served at the shelter. Client files contains basic background statistical data for reporting to HMIS, counseling notations, information on services provided both directly and through referral, disposition dates, and follow-up and evaluation data. Files shall be kept in locked file drawers and in accordance with applicable privacy laws at the shelter.
- c. SUBRECIPIENT shall provide Homeless Youth education through Operation Safe House onsite school program provided by the Riverside County Office of Education which operates five hours per day, Monday through Friday, for 9 months out of the year. Youth are advised that they can go to their home school and that transportation will be arranged or they may attend the SafeHouse school program on-site. SafeHouse students work on curriculum in all major subject areas (Reading, Math, Science, and History) and receive up to 10 accumulated school credits for their work. Volunteers assist with tutoring. SafeHouse works closely with each youth's home school and assignments are sent via fax to keep them up to date.

2. Service Planning:

Program goals are to provide:

- a. **Intervention:** SUBRECIPIENT shall provide an intervention to homeless, runaway and at-risk teens through the emergency shelters. Staff shall work to ensure that children do not become juvenile offenders and part of the chronic homeless population (saving valuable tax dollars, and public resources).
- b. **Education:** SUBRECIPIENT shall provide young people who are at-risk of dropping out of school, or have dropped out of school, an alternative learning accommodation, and the opportunity to complete their education and reach their highest level of academic success.
- c. **Empowerment:** SUBRECIPIENT shall be committed to making a difference in the children and families served by providing tools they need to deal with crisis situations. Development of these skills helps them not only resolve current conflict, but also assists them handle conflict they will inevitably face in adulthood.
- d. **Success:** SUBRECIPIENT shall provide programs that break the cycle of homelessness, and restore emotional, physical and spiritual resiliency in each child. Programs are designed to encourage family reunification and for each child to foster self-reliance and responsibility.



3. Comprehensive Wrap Around Case Management Services:

The assigned Case Manager shall oversee all of the youth's services for the duration of the program and help the youth connect with people and community resources that can support them (i.e. mentoring programs, education, employment, support groups, mental health, social services, etc.) The youth receives an intake and completes a GAIN assessment (individual assessment) to determine their treatment needs. From this assessment, the youth and their therapist create a treatment plan to address each of the specific needs identified. Treatment includes individual, group and family counseling, when appropriate.

- a. **Individual Counseling** sessions for youth are provided by Masters Level Trainee Therapists for a minimum of 45 minutes daily. In these sessions, the youth and therapist process trauma in the youth's life, behavioral issues, and develop an appropriate aftercare plan that identifies permanent connections with adults in the youth's life and a permanent, safe, living environment for the youth upon exit from the shelter.
- b. **Group Counseling** is offered daily to teach appropriate coping methods, risk-reduction, independent living skills and recreation. Examples of these groups include: Coping Methods Groups to Increase Well-Being; journaling, creative writing, goals discussion group. Risk-Reduction Education Groups to Increase Safety; safe sex, peer pressure, bullying, self-injury prevention, dating violence and substance abuse prevention. Independent Living Skills Groups to teach Self-Sufficiency; Life Skills such as education and career planning, "Why Try" group to teach decision making skills, resistance to peer pressure, positive self-concept, self-control, budgeting, cooking, laundry, hygiene, healthy eating, and access to support systems.
- c. **Family Counseling** is offered for every youth and family that enters the shelter to facilitate family reunification, if appropriate, and to assist the youth in establishing permanent connections with safe adults. The Family Counselor utilizes family sessions to resolve family conflicts, increase appropriate communication and provide a safe place for the young person and parent to express their needs.

4. Monitoring:

The SUBRECIPIENT's Case Manager shall monitor program-level outcomes and the changes in the Homeless Youth that result from participating in the program.

SUBRECIPIENT shall:

- a. Track and monitor the Homeless individual's accomplishments through case notes and hard copy in file, relative to goals identified in an individualized service plan.
- b. Measure benefits or changes among Homeless Youth during or after participating in program activities such as change in Homeless Youth's knowledge, attitudes, values, skills, behaviors, conditions, or other attributes.
- c. Provide analysis with other similar programs to gauge accuracy relative to peers and how improvements can be made and best practices can be identified. Data

tracking or direct products of program activities e.g., number of Homeless Youth served, percentage of Homeless Youth who are returned home, and frequency and intensity of service engagements each Homeless Youth received.

- d. Provide comparative analysis on inputs, activities, outputs and outcomes.
- e. Ensure outcomes will be meaningful and attainable.
- f. Staff shall report through HMIS number of Homeless individuals served, occupancy rates, Homeless Youth destination at exit, length of stay and Homeless Youth change in self-sufficiency, based on substance abuse, education, mental illness, or abuse.

5. Outcomes (Data and Analysis)

SUBRECIPIENT shall collect and report anticipated performance measures for meeting the following benchmarks. Outcomes expected:

- (1) **Goal #1:** Ensure the core services essential to the safety and well-being of any child are offered free of charge 24 hours a day, 7 days a week. Trained staff shall provide around-the-clock supervision and support ensuring each child is sheltered, fed, clothed, and safe.
  - a. **Objective:** Provide safe, immediate shelter and food for 150 children in crisis in Riverside and the Coachella Valley.
  - b. **Objective:** Create an intervention point for runaway and homeless youth before they become juvenile offenders – 100% of eligible youth who contact Operation Safe House and SafeHouse of the Desert will be offered shelter and services.
  - c. **Outcome:** 95% of the youth leaving the program will be placed in a safe and stable environment.
- (2) **Goal #2:** Provide young people who are at-risk of dropping out of school, or have dropped out of school, an alternative learning accommodation, and the opportunity to complete their education and reach their highest level of academic success.
  - a. **Objective:** Continue to work collaboratively with Riverside County Office of Education and Palm Springs Unified School District – Provision of one part-time teacher.
  - b. **Outcome:** Ensure the teens that come to SafeHouse will continue to get an education – 80% of children who enter emergency shelter programs attend daily classes at Operation Safe House on-site school.
- (3) **Goal #3:** To assist teens in addressing abuse, emotional growth, developing self-esteem and self-reliance, reconciling with family, and rehabilitating from drug or alcohol abuse.
  - a. **Objective:** Provide counseling and intervention services for variable and multiple needs (substance abuse, child abuse, neglect, psychological dysfunction, etc.) -

150 teens total in both programs will receive individual, group and family counseling, and be offered After Care, referrals, and ongoing support.

- b. **Outcome:** 80% of the youth completing the program will report that their relationships with their parents and their peers have improved since returning home.

6. Follow-Up Services:

- a. SUBRECIPIENT shall continue to provide case management and aftercare/follow-up services to ensure gains and strengths are maintained and housing stability is sustained for the long-term. All youth receive referrals and resource plans for local services and hotlines to provide additional sources of support upon exit from the program. Shelter staff will follow up with the youth and/or family members at the 30, 60, 90 day mark to see if they are utilizing the referrals and if needed will work collaboratively with the accepting agency to ensure the youth is continuing to use the services they accessed. Youth are encouraged to remain in contact with Shelter staff to seek support as needed. Youth are aware that if their living environment becomes unsafe, they are welcome to return to the SafeHouse Emergency Shelter program.
- b. SUBRECIPIENT shall provide aftercare to Homeless Youth for at least three months for those who choose to participate for the express purpose of preventing youth from running away or otherwise becoming homeless. Services provided can include individual, family, and group counseling.
- c. If a Homeless Youth is linked to transitional housing with a case management and supportive services component, then the new transitional housing provider will assume case management responsibilities starting from the project entry date.

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 Charter, which is located on the County of Riverside CoC website:  
<https://www.harivco.org/Portals/0/Documents/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>

4. SUBRECIPIENT must maintain a valid HMIS End User Agreement on file with COUNTY, which is located on the County of Riverside CoC website:  
<https://www.harivco.org/Portals/0/Documents/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>
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 follow all HMIS requirements to ensure that complete and accurate data are in HMIS on an ongoing basis unless exempted for special population such as victims of domestic violence and, upon request from HHPWS CoC staff, submit information on time to HHPWS CoC to ensure that HHPWS CoC staff has complete and accurate information to conduct any kind of reporting including annual reports to HCD.
- B. Information needed for reporting purposes include but are not limited to the following: Subrecipient is required to have such information on HMIS and, as needed, establish internal mechanism(s) to ensure that information listed below is tracked on an ongoing basis and available at all times during the contract term and record retention period.
  1. An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds.
  2. The unduplicated number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.
  3. The type of housing assistance provided, broken out by the number of individuals.
  4. Outcome data for individual served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.
  5. Number of Instances of Service.
  6. Increases in capacity for new and existing programs.
  7. The number of unsheltered homeless individuals becoming sheltered.
  8. 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**

Operation Safe House, Inc.  
 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.

3-19-21  
 Date

  
 Board President's Signature

9685 Hayes Street  
 Riverside, CA 92503

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

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

CONTRACTOR PAYMENT REQUEST

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

List each item as outlined in contract budget.

TOTAL BUDGET/EXPENSES				

### IN-KIND CASH CONTRIBUTION

IN-KIND CASH MATCH SECTION				
List each type of contribution				
TOTAL IN-KIND/CASH MATCH				

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.

## ATTACHMENT III

**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> <li>• Invoice or documentation of rent amount and due date</li> <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> <li>• Time/Activity Report</li> <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> <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
STAFF (HEAP Only)																																
HEAP Activities (Non-Admin)																																
Total HEAP (Non-Admin)																																0.00
STAFF (CESH Only)																																
CESH Activities (Non-Admin)																																
Total CESH (Non-Admin)																																0.00
ADMIN STAFF (HEAP Only)																																
HEAP Admin																																
Total HEAP ADMIN																																0.00
ADMIN STAFF (CESH Only)																																
CESH Admin																																
Total CESH ADMIN																																0.00
NON-PROJECT (Time not worked on HEAP/CESH)																																
Non-Project																																
Total Non-Project																																0.00
Vacation																																
Sick																																
Holiday																																
Other Paid Time Off																																
Total Fringe																																0.00
TOTALS	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	<p>I certify that this is a true and accurate report of my time and the activities were performed as shown.</p> <p>Employee Signature _____ Date _____</p> <p>Supervisor Signature _____ Date _____</p>
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	

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

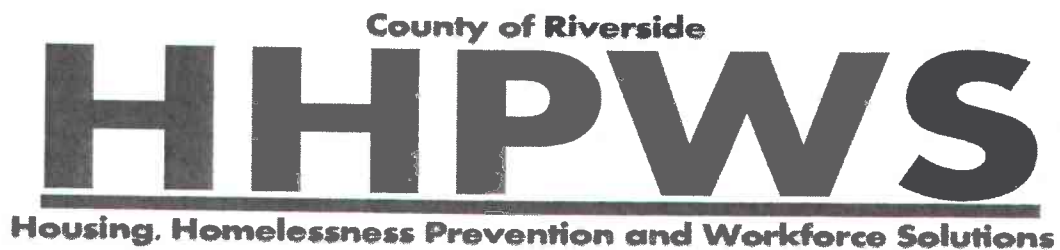
and

Operation Safe House, Inc.

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

Transitional Living and Permanent Supportive Housing Programs

HHPWSCOC-0000035



WHEN DOCUMENT IS FULLY EXECUTED RETURN  
**CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.



# TABLE OF CONTENTS

1.	DEFINITIONS .....	3
2.	DESCRIPTION OF SERVICES .....	5
3.	PERIOD OF PERFORMANCE .....	5
4.	COMPENSATION.....	5
5.	AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS.....	5
6.	TERMINATION FOR CONVENIENCE .....	6
7.	TERMINATION FOR CAUSE .....	6
8.	REQUEST FOR WAIVER AND WAIVER OF BREACH .....	7
9.	OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL.....	7
10.	CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST .....	7
11.	RECORDS, INSPECTIONS, AND AUDITS.....	8
12.	CONFIDENTIALITY .....	9
13.	HOLD HARMLESS/INDEMNIFICATION.....	9
14.	INSURANCE.....	10
15.	WORKERS' COMPENSATION .....	11
16.	VEHICLE LIABILITY .....	11
17.	COMMERCIAL GENERAL LIABILITY .....	11
18.	PROFESSIONAL LIABILITY .....	11
19.	INDEPENDENT CONTRACTOR .....	12
20.	USE BY OTHER POLITICAL ENTITIES .....	12
21.	NO DEBARMENT OR SUSPENSION .....	12
22.	COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES .....	12
23.	INSPECTIONS.....	13
24.	CORE COMPONENTS OF HOUSING FIRST .....	13
25.	SERVICE AREAS.....	13
26.	EMPLOYMENT PRACTICES.....	14
27.	CHILD SUPPORT COMPLIANCE ACT .....	14
28.	DRUG FREE WORKPLACE CERTIFICATION .....	15
29.	PERSONNEL .....	15
30.	SUBCONTRACTS .....	16
31.	SUPPLANTATION .....	17
32.	ASSIGNMENT .....	17
33.	FORCE MAJEURE .....	17
34.	GOVERNING LAW .....	17
35.	DISPUTES .....	17
36.	ADMINISTRATIVE/CONTRACT LIAISON .....	18
37.	CIVIL RIGHTS COMPLIANCE .....	18
38.	NOTICES .....	19
39.	SIGNED IN COUNTERPARTS.....	19
40.	MODIFICATION OF TERMS.....	19
41.	ENTIRE AGREEMENT.....	19

## 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 \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Operation Safe House, Inc., 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. "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 receipted, 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 Operation Safe House, Inc. including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and Operation Safe House, Inc. 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 as of 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

The County of Riverside and the following cities have declared and have in effect a Shelter Crisis in accordance with Government Code Section 8698.2 and are eligible to receive HEAP funds. SUBRECIPIENT shall only provide services in the unincorporated areas of District 1, 2 and 4 of the County of Riverside and in the following incorporated cities:

City of Blythe	City of Canyon Lake	Cathedral City
City of Coachella	City of Desert Hot Springs	City of Indian Wells
City of Indio	City of Lake Elsinore	City of La Quinta
City of Palm Desert	City of Palm Springs	City of Rancho Mirage
City of Riverside	City of Wildomar	

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



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

26. EMPLOYMENT PRACTICES

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

27. CHILD SUPPORT COMPLIANCE ACT

- A. The SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- B. The SUBRECIPIENT, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department (EDD).
- C. In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The SUBRECIPIENT agrees to furnish the required data and certifications to the COUNTY within ten (10) days when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the SUBRECIPIENT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of this Agreement. If SUBRECIPIENT has any questions concerning this reporting requirement, please call (916) 657-0529. SUBRECIPIENT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

## 28. DRUG FREE WORKPLACE CERTIFICATION

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

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

## 29. PERSONNEL

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

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

C. Background Checks

SUBRECIPIENT shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to clients, SUBRECIPIENT shall have received criminal records from the State of California Department of Justice (DOJ). A signed certification of such criminal record and, as appropriate, a signed justification and clearance from Contractor or designee demonstrating fitness to perform duties 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 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, Homelessness 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:

Operation Safe House, Inc.  
9685 Hayes Street  
Riverside, 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.

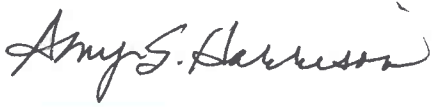
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

Authorized Signature for SUBRECIPIENT:	Authorized Signature for COUNTY:
Printed Name of Person Signing: Amy S. Harrison	Printed Name of Person Signing: Heidi Marshall
Title: Board President	Title: Director Housing, Homelessness Prevention and Workforce Solutions
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL

BY: Lisa Sanchez 3/09/2021  
LISA SANCHEZ DATE

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

Authorized Signature for SUBRECIPIENT: 	Authorized Signature for COUNTY:
Printed Name of Person Signing: Amy S. Harrison	Printed Name of Person Signing: Heidi Marshall
Title: Board President	Title: Director Housing, Homelessness Prevention and Workforce Solutions
Date Signed: 3/8/21	Date Signed:



Schedule A  
Payment Provisions

A.1 MAXIMUM REIMBURSABLE AMOUNT

SUBRECIPIENT shall be reimbursed by COUNTY, in an amount not to exceed \$55,108.61. Said funds shall be spent according to the line item budget below:

BUDGET CATEGORY	DESCRIPTION OF SERVICES	COST
OPERATION SAFE HOUSE, INC. EMERGENCY SHELTER SERVICES TRANSITIONAL LIVING AND PERMANENT SUPPORTIVE HOUSING PROGRAMS RIVERSIDE TLP / DESERT TLP		
STAFF Residential Advisor	Salaries/benefit costs for employees providing services to clients, including, residential advisors, etc.	\$35,409.89
OPERATIONS	Costs of operating facilities and providing supportive services to clients, including electricity/gas/water, equipment, telephone, office supplies, property taxes/insurance, maintenance, etc.	\$19,698.72
<b>TOTAL</b>		<b>\$55,108.61</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. Background

The Main Street Transitional Living Program provides 11 beds of transitional housing for up to 18-months for Homeless Youth ages 18-22, five one bedroom Permanent Supportive Housing apartments that are set aside for chronically homeless and disabled homeless youth ages 18 -24 with no time limitations and also houses the four bed Main S.T.A.Y. Emergency Shelter for older homeless youth ages 18-24 for up to 30 days. The location serves the communities of Riverside.

The Harrison House Transitional Living and Permanent Supportive Housing Program provides 12 beds for transitional living and 8 beds for permanent supportive housing for older Homeless Youth ages 18-24 who were chronically homeless or disabled homeless. The location serves the communities of Coachella Valley.

Both programs, give the County of Riverside up to 40 beds for youth who are experiencing homelessness and need assistance in their path to independence.

## B. Primary Objectives

Services include (mandatory for transitional tenants, but optional for those housed in permanent units):

SUBRECIPIENT shall:

1. Provide a stable, safe living environment for 36 homeless youth at any one time, ages 18-24.
2. Provide weekly individual counseling with a Master's Level counselor to address psychological, social substance abuse, and emotional issues.



3. Provide life-skills training including, but not limited to: budgeting, money management, consumer education, responsible use of credit, cooking, interpersonal relationships, job skills, home repair, etc. Tenants are required to save 30% of their income into a savings account until their exit from the program. Permanent Housing tenants are offered the same assistance, but are not required to save.
4. Provide medical health assistance for all tenants.
5. Provide assistance with pursuing and preparing for secondary education including attainment of High School Diploma/GED and post-secondary education/vocational training.
6. Provide assistance with preparing for and obtaining employment including interviewing skills, assistance with filling out job applications and guidance in terms of proper employee behavior.
7. Provide assistance with their credit through financial education training. This includes budgeting, how to manage a savings and checking account, and credit counseling.
8. Provide a uniquely-designed, service plan and one-on-one case management for youth who pass the probationary period (30-days) based on an assessment of youth's needs.
9. Provide aftercare includes ongoing assistance/guidance once tenant has transitioned to permanent housing.

#### C. Program Goals

SUBRECIPIENT shall:

1. Offer safe transitional living for 23 homeless youth for up to 18 months.
2. Offer safe supportive housing for 13 homeless youth with no time constraints.
3. Move young people into "living wage" jobs by assisting with job training and education.
4. Improve mental health and self-esteem through on going counseling and support.
5. Transition youth into fully functioning "adults" through life skills training, financial assistance and education assistance, medical and dental assistance, and daily interaction in society.

#### D. Program Outcomes:

SUBRECIPIENT shall:

1. Provide a safe and stable living accommodation for 36 homeless youth ages 16 – 24 (16 & 17 legally emancipated) annually (36 per year) and their children.
2. Provide supportive services for 36 homeless youth to develop skills and personal characteristics necessary for independent living, with an 85% rate of program completion (defined as secure permanent housing).

3. Provide Individualized Transitional Living Plans for youth who passed the probation period (30-days) based on an assessment of the youth's needs. The program is designed to help the youth transition from supervised participation in the program to independent living or another appropriate living arrangement. 100% of youth who remain in the program receive the Individualized Transitional Living Plan.
4. Provide financial education, including budgeting, money management, consumer education, and use of credit. 50% of residents had a savings account upon exiting the program.
5. Provide services and referrals to assist resident for preparing for and obtaining secondary and post-secondary education/vocational training. 30% of youth obtained a GED or High School Diploma.
6. Provide services and referrals to assist residents in preparing for and obtaining employment, with 75% of the residents gainfully employed as a result of participation in the services.
7. Provide 100% of the residents with appropriate referrals and access to social service, law enforcement, welfare, legal services, and physical and mental health treatment.
8. Provide an Aftercare plan for youth who have completed the program. 25% of the youth exiting the program will continue with Aftercare services.

In 2019, 85% of the youth who entered the program moved out into permanent housing, 69% that left were employed part-time and 5 youth had a savings account that contained \$6,000 or more dollars. Three youth obtained High School Diplomas/GED's.

### 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 Charter, which is located on the County of Riverside CoC website:  
<https://www.harivco.org/Portals/0/Documents/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>
4. SUBRECIPIENT must maintain a valid HMIS End User Agreement on file with COUNTY, which is located on the County of Riverside CoC website:

<https://www.harivco.org/Portals/0/Documents/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>

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 follow all HMIS requirements to ensure that complete and accurate data are in HMIS on an ongoing basis unless exempted for special population such as victims of domestic violence and, upon request from HHPWS CoC staff, submit information on time to HHPWS CoC to ensure that HHPWS CoC staff has complete and accurate information to conduct any kind of reporting including annual reports to HCD.
- B. Information needed for reporting purposes include but are not limited to the following: Subrecipient is required to have such information on HMIS and, as needed, establish internal mechanism(s) to ensure that information listed below is tracked on an ongoing basis and available at all times during the contract term and record retention period.
  1. An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds.
  2. The unduplicated number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.
  3. The type of housing assistance provided, broken out by the number of individuals.
  4. Outcome data for individual served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.
  5. Number of Instances of Service.
  6. Increases in capacity for new and existing programs.
  7. The number of unsheltered homeless individuals becoming sheltered.
  8. 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**

Operation Safe House, Inc.  
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.

3-19-21  
Date

  
Board President's Signature

9685 Hayes Street  
Riverside, CA 92503

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 \_\_\_\_\_

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 \_\_\_\_\_

CONTRACTOR PAYMENT REQUEST



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***. 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>	
•	Lease agreement (Must be submitted at time of client entry into the program and each time a lease expires or changes)
•	Invoice or documentation of rent amount and due date
•	Proof of payment (receipt, cancelled check or bank statement)
<b>STAFF</b>	
•	Time Sheet
•	Time/Activity Report
•	Pay Stub or Payroll Report
<b>EXPENSES</b>	
•	Invoice or receipt that is dated and has a detailed explanation of charges
•	Proof of payment (receipt, cancelled check or bank statement)

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
STAFF (HEAP Only)																																
HEAP Activities (Non-Admin)																																
Total HEAP (Non-Admin)																																
STAFF (CESH Only)																																
CESH Activities (Non-Admin)																																
Total CESH (Non-Admin)																																
ADMIN STAFF (HEAP Only)																																
HEAP Admin																																
Total HEAP ADMIN																																
ADMIN STAFF (CESH Only)																																
CESH Admin																																
Total CESH ADMIN																																
NON-PROJECT (Time not worked on HEAP/CESH)																																
Non-Project																																
Total Non-Project																																
Vacation																																
Sick																																
Holiday																																
Other Paid Time Off																																
Total Fringe																																
TOTALS	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																																
<div> <div> <div>Total Hours</div> <div>0.00</div> </div> <div> <div>Total Fringe Hrs</div> <div>0.00</div> </div> <div> <div>Difference</div> <div>0.00</div> </div> <div> <div>Actual Hrs - HEAP (Non-Admin)</div> <div>0.00</div> </div> <div> <div>Actual Hrs - CESH (Non-Admin)</div> <div>0.00</div> </div> <div> <div>Actual Hrs - HEAP ADMIN</div> <div>0.00</div> </div> <div> <div>Actual Hrs - CESH ADMIN</div> <div>0.00</div> </div> <div> <div>Non-Project Hours</div> <div>0.00</div> </div> </div> <div> <div>I certify that this is a true and accurate report of my time and the activities were performed as shown.</div> <div> <div>Employee Signature</div> <div>Date</div> </div> <div> <div>Supervisor Signature</div> <div>Date</div> </div> </div>																																

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

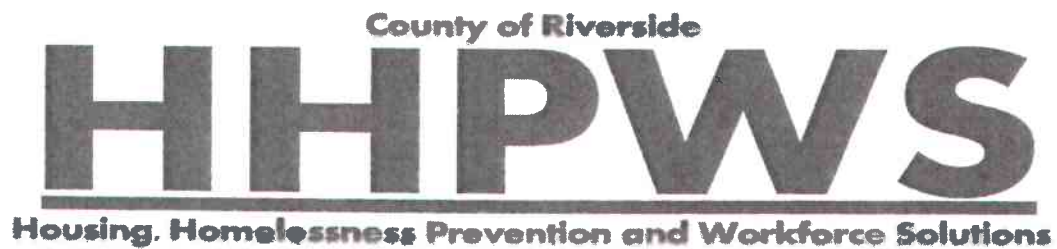
and

Jewish Family Service of San Diego

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

Desert Rose PSH

HHPWSCoC-0000036



WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

## TABLE OF CONTENTS

1.	DEFINITIONS .....	3
2.	DESCRIPTION OF SERVICES.....	5
3.	PERIOD OF PERFORMANCE.....	5
4.	COMPENSATION .....	5
5.	AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS .....	5
6.	TERMINATION FOR CONVENIENCE .....	6
7.	TERMINATION FOR CAUSE.....	6
8.	REQUEST FOR WAIVER AND WAIVER OF BREACH .....	7
9.	OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL.....	7
10.	CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST .....	7
11.	RECORDS, INSPECTIONS, AND AUDITS.....	8
12.	CONFIDENTIALITY .....	9
13.	HOLD HARMLESS/INDEMNIFICATION.....	9
14.	INSURANCE.....	10
15.	WORKERS' COMPENSATION.....	11
16.	VEHICLE LIABILITY .....	11
17.	COMMERCIAL GENERAL LIABILITY.....	11
18.	PROFESSIONAL LIABILITY .....	11
19.	INDEPENDENT CONTRACTOR .....	12
20.	USE BY OTHER POLITICAL ENTITIES .....	12
21.	NO DEBARMENT OR SUSPENSION.....	12
22.	COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES.....	12
23.	INSPECTIONS.....	13
24.	CORE COMPONENTS OF HOUSING FIRST.....	13
25.	SERVICE AREAS .....	13
26.	EMPLOYMENT PRACTICES.....	14
27.	CHILD SUPPORT COMPLIANCE ACT.....	14
28.	DRUG FREE WORKPLACE CERTIFICATION .....	15
29.	PERSONNEL.....	15
30.	SUBCONTRACTS .....	16
31.	SUPPLANTATION .....	16
32.	ASSIGNMENT .....	17
33.	FORCE MAJEURE .....	17
34.	GOVERNING LAW .....	17
35.	DISPUTES.....	17
36.	ADMINISTRATIVE/CONTRACT LIAISON .....	17
37.	CIVIL RIGHTS COMPLIANCE .....	17
38.	NOTICES.....	19
39.	SIGNED IN COUNTERPARTS .....	19
40.	MODIFICATION OF TERMS.....	19
41.	ENTIRE AGREEMENT .....	19

## 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 \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Jewish Family Service of San Diego, 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. "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 receipted, 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 Jewish Family Service of San Diego including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and Jewish Family Service of San Diego 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 June 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

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 criminal records from the State of California Department of Justice (DOJ). A signed certification of such criminal record and, as appropriate, a signed justification and clearance from Contractor or designee demonstrating fitness to perform duties 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 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, Homelessness 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:

Jewish Family Service of San Diego  
8804 Balboa Ave.  
San Diego, CA 92123

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.

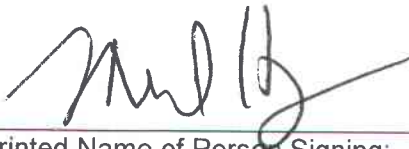
40. **MODIFICATION OF TERMS**

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: 	Authorized Signature for COUNTY:
Printed Name of Person Signing: Michael Hopkins	Printed Name of Person Signing: Heidi Marshall
Title: Chief Executive Officer	Title: Director Housing, Homelessness Prevention and Workforce Solutions
Date Signed: 1/22/24	Date Signed:

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

Authorized Signature for SUBRECIPIENT:	Authorized Signature for COUNTY:
Printed Name of Person Signing: Michael Hopkins	Printed Name of Person Signing: Heidi Marshall
Title: Chief Executive Officer	Title: Director Housing, Homelessness Prevention and Workforce Solutions
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL

BY: Lisa Sanchez 3/09/2021  
LISA SANCHEZ DATE

Schedule A  
Payment Provisions

A.1 MAXIMUM REIMBURSABLE AMOUNT

SUBRECIPIENT shall be reimbursed by COUNTY, in an amount not to exceed \$111,000.00  
Said funds shall be spent according to the line item budget below:

BUDGET CATEGORY	DESCRIPTION OF SERVICES	COST
	Desert Rose PSH	
Direct Cost		\$111,000.00
<b>TOTAL</b>		<b>\$111,000.00</b>

A.2 METHOD, TIME, AND CONDITIONS OF PAYMENT

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

**Project Description**

JFSSD will provide 6 Chronic Homeless individuals, families and youth in Riverside County with permanent supportive housing. JFSSD implements the national priority to end homelessness amongst the Chronic Homeless by strategically allocating resources to the most in need population. The program will employ a Housing First model that emphasizes providing stable, long-term housing for chronically homeless individuals and families as a first step towards improving their self-sufficiency. JFSSD clients include persons with mental illness, substance abuse, physical disabilities, persons living with HIV/AIDS, veterans, and those with multiple diagnoses and special needs. JFSSD offers a scattered-site residential program with a total of 4 units centrally located in the Coachella Valley. All housing units will include private sleeping accommodations, kitchen facilities, dining areas, living/recreation areas, and bathrooms; and will be near public transportation lines, markets, libraries, medical care, post offices, and various other community amenities. Under PSH, a program participant must be the tenant on a lease (or sublease) for an initial term of at least one year that is renewable and terminable only for cause. Further, leases (or subleases) must be renewable for a minimum term of one month. PSH is housing with indefinite leasing or rental assistance paired with supportive services to assist homeless persons with a disability, or families with an adult or child with a disability.

The non-residential component will link clients with health care providers, transportation services, living skills and budgeting instruction, referrals, advocacy with medical and social service providers, development of local resource knowledge, mainstream benefit assistance, mental health service referrals, substance abuse services referrals, individualized housing plans, outpatient health service referrals and food donations, as available. Case Management is offered to each client; however, participation in services is not a precondition or condition for program participation. A van is available to transport clients and conduct home visits. All client data is entered into the County's Homeless Management Information System (HMIS). JFSSD employs a "housing first" model that emphasizes providing stable, long-term housing for special needs residents as a necessary condition of their long-term case management. Projected outcomes are

that 80% of consumers will remain in permanent housing for 6 months or longer. Clients are referred through the CES System. JFS works with local service providers, local law enforcement, and emergency services providers. JFS also works with Riverside University Health System-Behavioral Health, Public Health Nurses, Medi-Cal, Housing Authority, Workforce Development, APS, IHSS, Board of Supervisors, and DPSS.

#### Project Detail

Project Component Type:	Permanent Housing – Permanent Supportive
Specific Population Focus:	Chronic Homeless; Veterans; Youth (Under 25); Families; Domestic Violence; Substance Abuse; Mental Illness; HIV/AIDS
100% Dedicated/DedicatedPLUS:	100% Dedicated
# of Units:	4
# of Beds:	6
# of Dedicated CH Beds:	6
Housing Type and Location:	Scattered-site apartments (including efficiencies)
Funding Costs for:	Leasing

#### Outreach for Participants

50%	Directly from the street or other locations not meant for human habitation
50%	Directly from emergency shelters
100	Total of above percentages

### 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 Charter, which is located on the County of Riverside CoC website:  
<https://www.harivco.org/Portals/0/Documents/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>
4. SUBRECIPIENT must maintain a valid HMIS End User Agreement on file with COUNTY, which is located on the County of Riverside CoC website:  
<https://www.harivco.org/Portals/0/Documents/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>.



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 follow all HMIS requirements to ensure that complete and accurate data are in HMIS on an ongoing basis unless exempted for special population such as victims of domestic violence and, upon request from HHPWS CoC staff, submit information on time to HHPWS CoC to ensure that HHPWS CoC staff has complete and accurate information to conduct any kind of reporting including annual reports to HCD.
- B. Information needed for reporting purposes include but are not limited to the following: Subrecipient is required to have such information on HMIS and, as needed, establish internal mechanism(s) to ensure that information listed below is tracked on an ongoing basis and available at all times during the contract term and record retention period.
  1. An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds.
  2. The unduplicated number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.
  3. The type of housing assistance provided, broken out by the number of individuals.
  4. Outcome data for individual served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.
  5. Number of Instances of Service.
  6. Increases in capacity for new and existing programs.
  7. The number of unsheltered homeless individuals becoming sheltered.
  8. 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**

Jewish Family Service of San Diego  
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.

Date

8804 Balboa Ave.  
San Diego, CA 92123

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

Director's Signature

CR50-Vendor Assurance of Compliance

ATTACHMENT II  
2076A and 2076B

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:

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



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

List each item as outlined in contract budget.

TOTAL BUDGET/EXPENSES				

### IN-KIND CASH CONTRIBUTION

List each type of contribution				
TOTAL IN-KIND/CASH MATCH				

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.

## ATTACHMENT III

**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>	
•	Lease agreement (Must be submitted at time of client entry into the program and each time a lease expires or changes)
•	Invoice or documentation of rent amount and due date
•	Proof of payment (receipt, cancelled check or bank statement)
<b>STAFF</b>	
•	Time Sheet
•	Time/Activity Report
•	Pay Stub or Payroll Report
<b>EXPENSES</b>	
•	Invoice or receipt that is dated and has a detailed explanation of charges
•	Proof of payment (receipt, cancelled check or bank statement)

# 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
STAFF (HEAP Only)																																0.00
HEAP Activities (Non-Admin)																																0.00
Total HEAP (Non-Admin)																																0.00
STAFF (CESH Only)																																0.00
CESH Activities (Non-Admin)																																0.00
Total CESH (Non-Admin)																																0.00
ADMIN STAFF (HEAP Only)																																0.00
HEAP Admin																																0.00
Total HEAP ADMIN																																0.00
ADMIN STAFF (CESH Only)																																0.00
CESH Admin																																0.00
Total CESH ADMIN																																0.00
NON-PROJECT (Time not worked on HEAP/CESH)																																0.00
Non-Project																																0.00
Total Non-Project																																0.00
Vacation																																0.00
Sick																																0.00
Holiday																																0.00
Other Paid Time Off																																0.00
Total Fringe																																0.00
TOTALS	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

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

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

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

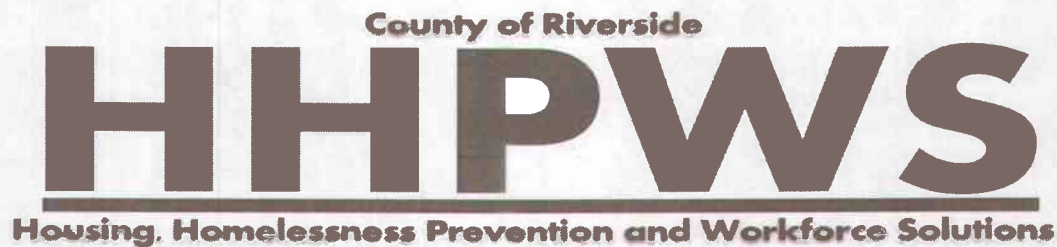
and

Operation Safe House, Inc.

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

Emergency Shelter Services

HHPWSCoC-0000034



**WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

## TABLE OF CONTENTS

1.	DEFINITIONS .....	3
2.	DESCRIPTION OF SERVICES .....	5
3.	PERIOD OF PERFORMANCE .....	5
4.	COMPENSATION.....	5
5.	AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS.....	5
6.	TERMINATION FOR CONVENIENCE .....	6
7.	TERMINATION FOR CAUSE.....	6
8.	REQUEST FOR WAIVER AND WAIVER OF BREACH .....	7
9.	OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL.....	7
10.	CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST .....	7
11.	RECORDS, INSPECTIONS, AND AUDITS .....	8
12.	CONFIDENTIALITY .....	9
13.	HOLD HARMLESS/INDEMNIFICATION .....	9
14.	INSURANCE.....	10
15.	WORKERS' COMPENSATION .....	11
16.	VEHICLE LIABILITY .....	11
17.	COMMERCIAL GENERAL LIABILITY .....	11
18.	PROFESSIONAL LIABILITY .....	12
19.	INDEPENDENT CONTRACTOR .....	12
20.	USE BY OTHER POLITICAL ENTITIES .....	12
21.	NO DEBARMENT OR SUSPENSION .....	12
22.	COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES .....	13
23.	INSPECTIONS.....	13
24.	CORE COMPONENTS OF HOUSING FIRST .....	13
25.	SERVICE AREAS.....	13
26.	EMPLOYMENT PRACTICES.....	14
27.	CHILD SUPPORT COMPLIANCE ACT .....	14
28.	DRUG FREE WORKPLACE CERTIFICATION.....	15
29.	PERSONNEL.....	15
30.	SUBCONTRACTS .....	16
31.	SUPPLANTATION .....	17
32.	ASSIGNMENT .....	17
33.	FORCE MAJEURE .....	17
34.	GOVERNING LAW .....	17
35.	DISPUTES .....	17
36.	ADMINISTRATIVE/CONTRACT LIAISON .....	18
37.	CIVIL RIGHTS COMPLIANCE .....	18
38.	NOTICES .....	19
39.	SIGNED IN COUNTERPARTS.....	19
40.	MODIFICATION OF TERMS.....	19
41.	ENTIRE AGREEMENT.....	20

## List of Schedules

Schedule A – Payment Provisions

Schedule B – Scope of Services

## List of Attachments

Attachment I – Assurance of Compliance

Attachment II – 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 \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Operation Safe House, Inc., 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. "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 receipted, 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 Operation Safe House, Inc. including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and Operation Safe House, Inc. 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 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

City of Blythe	City of Canyon Lake	Cathedral City
City of Coachella	City of Desert Hot Springs	City of Indian Wells
City of Indio	City of Lake Elsinore	City of La Quinta
City of Palm Desert	City of Palm Springs	City of Rancho Mirage
City of Riverside	City of Wildomar	

The County of Riverside and the following cities have declared and have in effect a Shelter Crisis in accordance with Government Code Section 8698.2 and are eligible to receive HEAP funds.

SUBRECIPIENT shall only provide services in the unincorporated areas of District 1, 2 and 4 of the County of Riverside and in the following incorporated cities:

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 criminal records from the State of California Department of Justice (DOJ). A signed certification of such criminal record and, as appropriate, a signed justification and clearance from Contractor or designee demonstrating fitness to perform duties 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 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, Homelessness 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:

Operation Safe House, Inc.  
9685 Hayes Street  
Riverside, 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:	Authorized Signature for COUNTY: 
Printed Name of Person Signing: Amy S. Harrison	Printed Name of Person Signing: Heidi Marshall
Title: Board President	Title: Director Housing, Homelessness Prevention and Workforce Solutions
Date Signed:	Date Signed: 5/6/2021

FORM APPROVED COUNTY COUNSEL

 BY:  3/09/2021  
 LISA SANCHEZ DATE



## 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: 	Authorized Signature for COUNTY:
Printed Name of Person Signing: Amy S. Harrison	Printed Name of Person Signing: Heidi Marshall
Title: Board President	Title: Director Housing, Homelessness Prevention and Workforce Solutions
Date Signed: 3/8/21	Date Signed:

Schedule A  
Payment Provisions

A.1 MAXIMUM REIMBURSABLE AMOUNT

SUBRECIPIENT shall be reimbursed by COUNTY, in an amount not to exceed \$107,205.64. Said funds shall be spent according to the line item budget below:

BUDGET CATEGORY	DESCRIPTION OF SERVICES	COST
OPERATION SAFE HOUSE EMERGENCY SHELTER SERVICES RIVERSIDE SHELTER / DESERT SHELTER		
STAFF Childcare Worker	Salaries/benefit costs for employees providing services to clients, including childcare workers, etc.	\$82,416.34
OPERATIONS	Costs of operating facilities and providing supportive services to clients, including, building security, electricity/gas/water, equipment, telephone, office supplies, property taxes/insurance, maintenance, etc.	\$24,789.30
<b>TOTAL</b>		<b>\$107,205.64</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. Background

Operation Safe House, Inc. has two emergency shelters in two locations (Riverside and Thousand Palms) each a 6 bed facility and is able to accommodate 12 youth total who have come in from the streets, local law enforcement, child welfare, and other county and city agencies.

Operation Safe House, Inc. provides direct services to runaway, homeless, and at-risk youth ages 11-17 through the provision of two emergency shelter programs, Operation Safe House in Riverside and SafeHouse of the Desert in Thousand Palms. Operation Safe House provides youth with guaranteed emergency shelter and support services that assist youth in crisis (food to prevent malnutrition and ill health, clothing, counseling, referrals, and resource plans), reunites youth with their families (as appropriate), strengthens family relationships, builds trust and helps youth transition to safe and appropriate living arrangements where they can become self-sufficient, contributing members of society.

## B. Primary Objectives

SUBRECIPIENT shall:

1. Provide safe emergency housing for runaway, homeless, and at-risk youth ages 11-17 at Operation Safe House in Riverside for an average of twenty-one (21) days with food, clothing, case management, counseling, life skills, on-site education, and outreach programs in western Riverside County.

2. Provide safe emergency housing for runaway, homeless, and at-risk youth ages 11-17 at SafeHouse of the Desert in Thousand Palms for an average of twenty-one (21) days with food, clothing, case management, counseling, life skills, on-site education, and outreach programs in eastern Riverside County.
3. Provide staff to work full-time providing on the spot counseling, interventions, and referrals to assist homeless youth to transition to safe living arrangement. Case Manager shall oversee all of the youth's services for the duration of the program and help the youth connect with people and community resources that can support them (i.e. mentoring programs, education, employment, support groups, mental health, social services, etc.)
4. Provide case management, housing support, and appropriate supportive services based on their individual needs to unsheltered Homeless Youth between the ages of 11-17 in Districts 1, 2 and 4.
5. Provide publicly an available 800 crisis line that is answered by trained emergency shelter staff 24/7.
6. Encourage Homeless Youth to attend events and classes at the Operation Safe House shelters to help them find something they enjoy participating in and begin to utilize the classes, build relationships and seek counseling.
7. Provide transportation for runaway and Homeless Youth ages 11-17 to their home school through the use of Operation Safe House own vehicle. Transportation also includes access to the shelters and the transitional living programs via the 168 mobile "Safe Place" sites (RTA and SunLine Buses).
8. Connect Homeless Youth to benefits that they qualify for such as healthcare, social security, employment, educational programs and any other federal and state benefits.
9. Provide resources and referrals to link Homeless Youth to other community partner resources such as local County agencies and community based non-profits who can assist Homeless Youth with supportive services.
10. Provide a "soft handoffs" approach to Homeless Youth so that the Homeless Youth receive social support and are able to feel safe and secure through each process of the community resources.
11. Work collaboratively with other agencies, local government agencies and non-profits to offer linkage services to Homeless Youth.
12. Complete the VI-SPDAT and refer Homeless Youth to the Coordinated Entry System.

C. SUBRECIPIENT shall provide the following emergency shelter services:

1. Intake and Assessment:

- a. SUBRECIPIENT shall conduct an individualized needs assessment for each Homeless Youth and work with the Homeless Youth to develop an Individualized Service Plan with their therapist to create a treatment plan to address each of the specific needs identified.
- b. SUBRECIPIENT shall maintains Individual Client files for all youth served at the shelter. Client files contains basic background statistical data for reporting to HMIS, counseling notations, information on services provided both directly and through referral, disposition dates, and follow-up and evaluation data. Files shall be kept in locked file drawers and in accordance with applicable privacy laws at the shelter.
- c. SUBRECIPIENT shall provide Homeless Youth education through Operation Safe House onsite school program provided by the Riverside County Office of Education which operates five hours per day, Monday through Friday, for 9 months out of the year. Youth are advised that they can go to their home school and that transportation will be arranged or they may attend the SafeHouse school program on-site. SafeHouse students work on curriculum in all major subject areas (Reading, Math, Science, and History) and receive up to 10 accumulated school credits for their work. Volunteers assist with tutoring. SafeHouse works closely with each youth's home school and assignments are sent via fax to keep them up to date.

2. Service Planning:

Program goals are to provide:

- a. **Intervention:** SUBRECIPIENT shall provide an intervention to homeless, runaway and at-risk teens through the emergency shelters. Staff shall work to ensure that children do not become juvenile offenders and part of the chronic homeless population (saving valuable tax dollars, and public resources).
- b. **Education:** SUBRECIPIENT shall provide young people who are at-risk of dropping out of school, or have dropped out of school, an alternative learning accommodation, and the opportunity to complete their education and reach their highest level of academic success.
- c. **Empowerment:** SUBRECIPIENT shall be committed to making a difference in the children and families served by providing tools they need to deal with crisis situations. Development of these skills helps them not only resolve current conflict, but also assists them handle conflict they will inevitably face in adulthood.
- d. **Success:** SUBRECIPIENT shall provide programs that break the cycle of homelessness, and restore emotional, physical and spiritual resiliency in each child. Programs are designed to encourage family reunification and for each child to foster self-reliance and responsibility.



3. Comprehensive Wrap Around Case Management Services:

The assigned Case Manager shall oversee all of the youth's services for the duration of the program and help the youth connect with people and community resources that can support them (i.e. mentoring programs, education, employment, support groups, mental health, social services, etc.) The youth receives an intake and completes a GAIN assessment (individual assessment) to determine their treatment needs. From this assessment, the youth and their therapist create a treatment plan to address each of the specific needs identified. Treatment includes individual, group and family counseling, when appropriate.

- a. **Individual Counseling** sessions for youth are provided by Masters Level Trainee Therapists for a minimum of 45 minutes daily. In these sessions, the youth and therapist process trauma in the youth's life, behavioral issues, and develop an appropriate aftercare plan that identifies permanent connections with adults in the youth's life and a permanent, safe, living environment for the youth upon exit from the shelter.
- b. **Group Counseling** is offered daily to teach appropriate coping methods, risk-reduction, independent living skills and recreation. Examples of these groups include: Coping Methods Groups to Increase Well-Being; journaling, creative writing, goals discussion group. Risk-Reduction Education Groups to Increase Safety; safe sex, peer pressure, bullying, self-injury prevention, dating violence and substance abuse prevention. Independent Living Skills Groups to teach Self-Sufficiency; Life Skills such as education and career planning, "Why Try" group to teach decision making skills, resistance to peer pressure, positive self-concept, self-control, budgeting, cooking, laundry, hygiene, healthy eating, and access to support systems.
- c. **Family Counseling** is offered for every youth and family that enters the shelter to facilitate family reunification, if appropriate, and to assist the youth in establishing permanent connections with safe adults. The Family Counselor utilizes family sessions to resolve family conflicts, increase appropriate communication and provide a safe place for the young person and parent to express their needs.

4. Monitoring:

The SUBRECIPIENT's Case Manager shall monitor program-level outcomes and the changes in the Homeless Youth that result from participating in the program.

SUBRECIPIENT shall:

- a. Track and monitor the Homeless individual's accomplishments through case notes and hard copy in file, relative to goals identified in an individualized service plan.
- b. Measure benefits or changes among Homeless Youth during or after participating in program activities such as change in Homeless Youth's knowledge, attitudes, values, skills, behaviors, conditions, or other attributes.
- c. Provide analysis with other similar programs to gauge accuracy relative to peers and how improvements can be made and best practices can be identified. Data



tracking or direct products of program activities e.g., number of Homeless Youth served, percentage of Homeless Youth who are returned home, and frequency and intensity of service engagements each Homeless Youth received.

- d. Provide comparative analysis on inputs, activities, outputs and outcomes.
- e. Ensure outcomes will be meaningful and attainable.
- f. Staff shall report through HMIS number of Homeless individuals served, occupancy rates, Homeless Youth destination at exit, length of stay and Homeless Youth change in self-sufficiency, based on substance abuse, education, mental illness, or abuse.

5. Outcomes (Data and Analysis)

SUBRECIPIENT shall collect and report anticipated performance measures for meeting the following benchmarks. Outcomes expected:

- (1) **Goal #1:** Ensure the core services essential to the safety and well-being of any child are offered free of charge 24 hours a day, 7 days a week. Trained staff shall provide around-the-clock supervision and support ensuring each child is sheltered, fed, clothed, and safe.
  - a. **Objective:** Provide safe, immediate shelter and food for 150 children in crisis in Riverside and the Coachella Valley.
  - b. **Objective:** Create an intervention point for runaway and homeless youth before they become juvenile offenders – 100% of eligible youth who contact Operation Safe House and SafeHouse of the Desert will be offered shelter and services.
  - c. **Outcome:** 95% of the youth leaving the program will be placed in a safe and stable environment.
- (2) **Goal #2:** Provide young people who are at-risk of dropping out of school, or have dropped out of school, an alternative learning accommodation, and the opportunity to complete their education and reach their highest level of academic success.
  - a. **Objective:** Continue to work collaboratively with Riverside County Office of Education and Palm Springs Unified School District – Provision of one part-time teacher.
  - b. **Outcome:** Ensure the teens that come to SafeHouse will continue to get an education – 80% of children who enter emergency shelter programs attend daily classes at Operation Safe House on-site school.
- (3) **Goal #3:** To assist teens in addressing abuse, emotional growth, developing self-esteem and self-reliance, reconciling with family, and rehabilitating from drug or alcohol abuse.
  - a. **Objective:** Provide counseling and intervention services for variable and multiple needs (substance abuse, child abuse, neglect, psychological dysfunction, etc.) -

150 teens total in both programs will receive individual, group and family counseling, and be offered After Care, referrals, and ongoing support.

- b. **Outcome:** 80% of the youth completing the program will report that their relationships with their parents and their peers have improved since returning home.

6. Follow-Up Services:

- a. SUBRECIPIENT shall continue to provide case management and aftercare/follow-up services to ensure gains and strengths are maintained and housing stability is sustained for the long-term. All youth receive referrals and resource plans for local services and hotlines to provide additional sources of support upon exit from the program. Shelter staff will follow up with the youth and/or family members at the 30, 60, 90 day mark to see if they are utilizing the referrals and if needed will work collaboratively with the accepting agency to ensure the youth is continuing to use the services they accessed. Youth are encouraged to remain in contact with Shelter staff to seek support as needed. Youth are aware that if their living environment becomes unsafe, they are welcome to return to the SafeHouse Emergency Shelter program.
- b. SUBRECIPIENT shall provide aftercare to Homeless Youth for at least three months for those who choose to participate for the express purpose of preventing youth from running away or otherwise becoming homeless. Services provided can include individual, family, and group counseling.
- c. If a Homeless Youth is linked to transitional housing with a case management and supportive services component, then the new transitional housing provider will assume case management responsibilities starting from the project entry date.

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 Charter, which is located on the County of Riverside CoC website:  
<https://www.harivco.org/Portals/0/Documents/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>

4. SUBRECIPIENT must maintain a valid HMIS End User Agreement on file with COUNTY, which is located on the County of Riverside CoC website:  
<https://www.harivco.org/Portals/0/Documents/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>
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 follow all HMIS requirements to ensure that complete and accurate data are in HMIS on an ongoing basis unless exempted for special population such as victims of domestic violence and, upon request from HHPWS CoC staff, submit information on time to HHPWS CoC to ensure that HHPWS CoC staff has complete and accurate information to conduct any kind of reporting including annual reports to HCD.
- B. Information needed for reporting purposes include but are not limited to the following: Subrecipient is required to have such information on HMIS and, as needed, establish internal mechanism(s) to ensure that information listed below is tracked on an ongoing basis and available at all times during the contract term and record retention period.
  1. An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds.
  2. The unduplicated number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.
  3. The type of housing assistance provided, broken out by the number of individuals.
  4. Outcome data for individual served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.
  5. Number of Instances of Service.
  6. Increases in capacity for new and existing programs.
  7. The number of unsheltered homeless individuals becoming sheltered.
  8. 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

Operation Safe House, Inc.  
NAME OF SUBRECIPIENT

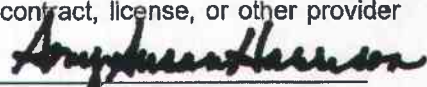
HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans 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.

3-19-21  
Date

  
Board President's Signature

9685 Hayes Street  
Riverside, CA 92503

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 \_\_\_\_\_

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 \_\_\_\_\_

CONTRACTOR PAYMENT REQUEST





**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.



## ATTACHMENT III

**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>	
•	Lease agreement (Must be submitted at time of client entry into the program and each time a lease expires or changes)
•	Invoice or documentation of rent amount and due date
•	Proof of payment (receipt, cancelled check or bank statement)
<b>STAFF</b>	
•	Time Sheet
•	Time/Activity Report
•	Pay Stub or Payroll Report
<b>EXPENSES</b>	
•	Invoice or receipt that is dated and has a detailed explanation of charges
•	Proof of payment (receipt, cancelled check or bank statement)

# 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	
STAFF (HEAP Only)																																	
HEAP Activities (Non-Admin)																																	0.00
Total HEAP (Non-Admin)																																	0.00
STAFF (CESH Only)																																	0.00
CESH Activities (Non-Admin)																																	0.00
Total CESH (Non-Admin)																																	0.00
ADMIN STAFF (HEAP Only)																																	0.00
HEAP Admin																																	0.00
Total HEAP ADMIN																																	0.00
ADMIN STAFF (CESH Only)																																	0.00
CESH Admin																																	0.00
Total CESH ADMIN																																	0.00
NON-PROJECT (Time not worked on HEAP/CESH)																																	0.00
Non-Project																																	0.00
Total Non-Project																																	0.00
Vacation																																	0.00
Sick																																	0.00
Holiday																																	0.00
Other Paid Time Off																																	0.00
Total Fringe	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTALS	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

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

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

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

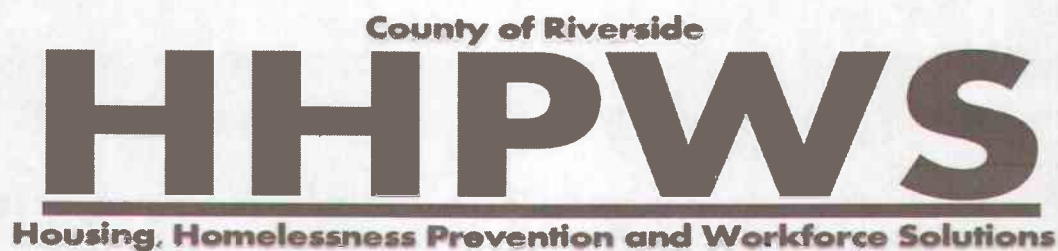
and

Operation Safe House, Inc.

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

Transitional Living and Permanent Supportive Housing Programs

HHPWSCOC-0000035



**WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.



## TABLE OF CONTENTS

1.	DEFINITIONS .....	3
2.	DESCRIPTION OF SERVICES .....	5
3.	PERIOD OF PERFORMANCE .....	5
4.	COMPENSATION.....	5
5.	AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS.....	5
6.	TERMINATION FOR CONVENIENCE .....	6
7.	TERMINATION FOR CAUSE.....	6
8.	REQUEST FOR WAIVER AND WAIVER OF BREACH .....	7
9.	OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL.....	7
10.	CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST.....	7
11.	RECORDS, INSPECTIONS, AND AUDITS.....	8
12.	CONFIDENTIALITY .....	9
13.	HOLD HARMLESS/INDEMNIFICATION.....	9
14.	INSURANCE.....	10
15.	WORKERS' COMPENSATION .....	11
16.	VEHICLE LIABILITY .....	11
17.	COMMERCIAL GENERAL LIABILITY .....	11
18.	PROFESSIONAL LIABILITY .....	11
19.	INDEPENDENT CONTRACTOR.....	12
20.	USE BY OTHER POLITICAL ENTITIES .....	12
21.	NO DEBARMENT OR SUSPENSION .....	12
22.	COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES .....	12
23.	INSPECTIONS.....	13
24.	CORE COMPONENTS OF HOUSING FIRST .....	13
25.	SERVICE AREAS.....	13
26.	EMPLOYMENT PRACTICES.....	14
27.	CHILD SUPPORT COMPLIANCE ACT .....	14
28.	DRUG FREE WORKPLACE CERTIFICATION.....	15
29.	PERSONNEL.....	15
30.	SUBCONTRACTS .....	16
31.	SUPPLANTATION.....	17
32.	ASSIGNMENT .....	17
33.	FORCE MAJEURE .....	17
34.	GOVERNING LAW .....	17
35.	DISPUTES .....	17
36.	ADMINISTRATIVE/CONTRACT LIAISON .....	18
37.	CIVIL RIGHTS COMPLIANCE .....	18
38.	NOTICES .....	19
39.	SIGNED IN COUNTERPARTS.....	19
40.	MODIFICATION OF TERMS.....	19
41.	ENTIRE AGREEMENT.....	19

## 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 \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Operation Safe House, Inc., a California nonprofit corporation, (herein referred to as "SUBRECIPIENT") and the County of Riverside, a political subdivision of the State of California, on behalf of its Housing, Homelessness, Prevention and Workforce Solutions (herein referred to as "COUNTY").

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

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

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

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

WHEREAS, the COUNTY desires to contract with SUBRECIPIENT for eligible uses of HEAP funds that are consistent with Chapter 5 (commencing with section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), which include, but are not limited to, one or more of the following: services, rental assistance or subsidies, 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 receipted, 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 Operation Safe House, Inc. including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and Operation Safe House, Inc. 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 as of 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

The County of Riverside and the following cities have declared and have in effect a Shelter Crisis in accordance with Government Code Section 8698.2 and are eligible to receive HEAP funds. SUBRECIPIENT shall only provide services in the unincorporated areas of District 1, 2 and 4 of the County of Riverside and in the following incorporated cities:

City of Blythe	City of Canyon Lake	Cathedral City
City of Coachella	City of Desert Hot Springs	City of Indian Wells
City of Indio	City of Lake Elsinore	City of La Quinta
City of Palm Desert	City of Palm Springs	City of Rancho Mirage
City of Riverside	City of Wildomar	

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

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

26. EMPLOYMENT PRACTICES

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

27. CHILD SUPPORT COMPLIANCE ACT

- A. The SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and



- B. The SUBRECIPIENT, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department (EDD).
- C. In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The SUBRECIPIENT agrees to furnish the required data and certifications to the COUNTY within ten (10) days when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the SUBRECIPIENT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of this Agreement. If SUBRECIPIENT has any questions concerning this reporting requirement, please call (916) 657-0529. SUBRECIPIENT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

## 28. DRUG FREE WORKPLACE CERTIFICATION

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

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

## 29. PERSONNEL

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

- B. COUNTY has the sole discretion to approve or not approve any person on the SUBRECIPIENT's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. COUNTY shall notify SUBRECIPIENT in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, SUBRECIPIENT shall immediately remove that person from providing services under this Agreement.
- C. Background Checks  
SUBRECIPIENT shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to clients, SUBRECIPIENT shall have received criminal records from the State of California Department of Justice (DOJ). A signed certification of such criminal record and, as appropriate, a signed justification and clearance from Contractor or designee demonstrating fitness to perform duties 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 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, Homelessness 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:

Operation Safe House, Inc.  
9685 Hayes Street  
Riverside, 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.

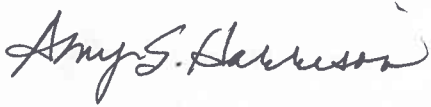
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

Authorized Signature for SUBRECIPIENT:	Authorized Signature for COUNTY: 
Printed Name of Person Signing: Amy S. Harrison	Printed Name of Person Signing: Heidi Marshall
Title: Board President	Title: Director Housing, Homelessness Prevention and Workforce Solutions
Date Signed:	Date Signed: 5/6/2021

FORM APPROVED COUNTY COUNSEL

BY:  3/09/2021  
LISA SANCHEZ DATE

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

Authorized Signature for SUBRECIPIENT: 	Authorized Signature for COUNTY:
Printed Name of Person Signing: Amy S. Harrison	Printed Name of Person Signing: Heidi Marshall
Title: Board President	Title: Director Housing, Homelessness Prevention and Workforce Solutions
Date Signed: 3/8/21	Date Signed:



Schedule A  
Payment Provisions

A.1 MAXIMUM REIMBURSABLE AMOUNT

SUBRECIPIENT shall be reimbursed by COUNTY, in an amount not to exceed \$55,108.61. Said funds shall be spent according to the line item budget below:

BUDGET CATEGORY	DESCRIPTION OF SERVICES	COST
OPERATION SAFE HOUSE, INC. EMERGENCY SHELTER SERVICES TRANSITIONAL LIVING AND PERMANENT SUPPORTIVE HOUSING PROGRAMS RIVERSIDE TLP / DESERT TLP		
STAFF Residential Advisor	Salaries/benefit costs for employees providing services to clients, including, residential advisors, etc.	\$35,409.89
OPERATIONS	Costs of operating facilities and providing supportive services to clients, including electricity/gas/water, equipment, telephone, office supplies, property taxes/insurance, maintenance, etc.	\$19,698.72
<b>TOTAL</b>		<b>\$55,108.61</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. Background

The Main Street Transitional Living Program provides 11 beds of transitional housing for up to 18-months for Homeless Youth ages 18-22, five one bedroom Permanent Supportive Housing apartments that are set aside for chronically homeless and disabled homeless youth ages 18 -24 with no time limitations and also houses the four bed Main S.T.A.Y. Emergency Shelter for older homeless youth ages 18-24 for up to 30 days. The location serves the communities of Riverside.

The Harrison House Transitional Living and Permanent Supportive Housing Program provides 12 beds for transitional living and 8 beds for permanent supportive housing for older Homeless Youth ages 18-24 who were chronically homeless or disabled homeless. The location serves the communities of Coachella Valley.

Both programs, give the County of Riverside up to 40 beds for youth who are experiencing homelessness and need assistance in their path to independence.

## B. Primary Objectives

Services include (mandatory for transitional tenants, but optional for those housed in permanent units):

SUBRECIPIENT shall:

1. Provide a stable, safe living environment for 36 homeless youth at any one time, ages 18-24.
2. Provide weekly individual counseling with a Master's Level counselor to address psychological, social substance abuse, and emotional issues.

3. Provide life-skills training including, but not limited to: budgeting, money management, consumer education, responsible use of credit, cooking, interpersonal relationships, job skills, home repair, etc. Tenants are required to save 30% of their income into a savings account until their exit from the program. Permanent Housing tenants are offered the same assistance, but are not required to save.
4. Provide medical health assistance for all tenants.
5. Provide assistance with pursuing and preparing for secondary education including attainment of High School Diploma/GED and post-secondary education/vocational training.
6. Provide assistance with preparing for and obtaining employment including interviewing skills, assistance with filling out job applications and guidance in terms of proper employee behavior.
7. Provide assistance with their credit through financial education training. This includes budgeting, how to manage a savings and checking account, and credit counseling.
8. Provide a uniquely-designed, service plan and one-on-one case management for youth who pass the probationary period (30-days) based on an assessment of youth's needs.
9. Provide aftercare includes ongoing assistance/guidance once tenant has transitioned to permanent housing.

#### C. Program Goals

##### SUBRECIPIENT shall:

1. Offer safe transitional living for 23 homeless youth for up to 18 months.
2. Offer safe supportive housing for 13 homeless youth with no time constraints.
3. Move young people into "living wage" jobs by assisting with job training and education.
4. Improve mental health and self-esteem through on going counseling and support.
5. Transition youth into fully functioning "adults" through life skills training, financial assistance and education assistance, medical and dental assistance, and daily interaction in society.

#### D. Program Outcomes:

##### SUBRECIPIENT shall:

1. Provide a safe and stable living accommodation for 36 homeless youth ages 16 – 24 (16 & 17 legally emancipated) annually (36 per year) and their children.
2. Provide supportive services for 36 homeless youth to develop skills and personal characteristics necessary for independent living, with an 85% rate of program completion (defined as secure permanent housing).

3. Provide Individualized Transitional Living Plans for youth who passed the probation period (30-days) based on an assessment of the youth's needs. The program is designed to help the youth transition from supervised participation in the program to independent living or another appropriate living arrangement. 100% of youth who remain in the program receive the Individualized Transitional Living Plan.
4. Provide financial education, including budgeting, money management, consumer education, and use of credit. 50% of residents had a savings account upon exiting the program.
5. Provide services and referrals to assist resident for preparing for and obtaining secondary and post-secondary education/vocational training. 30% of youth obtained a GED or High School Diploma.
6. Provide services and referrals to assist residents in preparing for and obtaining employment, with 75% of the residents gainfully employed as a result of participation in the services.
7. Provide 100% of the residents with appropriate referrals and access to social service, law enforcement, welfare, legal services, and physical and mental health treatment.
8. Provide an Aftercare plan for youth who have completed the program. 25% of the youth exiting the program will continue with Aftercare services.

In 2019, 85% of the youth who entered the program moved out into permanent housing, 69% that left were employed part-time and 5 youth had a savings account that contained \$6,000 or more dollars. Three youth obtained High School Diplomas/GED's.

### 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 Charter, which is located on the County of Riverside CoC website:  
<https://www.harivco.org/Portals/0/Documents/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>
4. SUBRECIPIENT must maintain a valid HMIS End User Agreement on file with COUNTY, which is located on the County of Riverside CoC website:



<https://www.harivco.org/Portals/0/Documents/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>

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 follow all HMIS requirements to ensure that complete and accurate data are in HMIS on an ongoing basis unless exempted for special population such as victims of domestic violence and, upon request from HHPWS CoC staff, submit information on time to HHPWS CoC to ensure that HHPWS CoC staff has complete and accurate information to conduct any kind of reporting including annual reports to HCD.
- B. Information needed for reporting purposes include but are not limited to the following: Subrecipient is required to have such information on HMIS and, as needed, establish internal mechanism(s) to ensure that information listed below is tracked on an ongoing basis and available at all times during the contract term and record retention period.
  1. An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds.
  2. The unduplicated number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.
  3. The type of housing assistance provided, broken out by the number of individuals.
  4. Outcome data for individual served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.
  5. Number of Instances of Service.
  6. Increases in capacity for new and existing programs.
  7. The number of unsheltered homeless individuals becoming sheltered.
  8. 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**

Operation Safe House, Inc.  
NAME OF SUBRECIPIENT

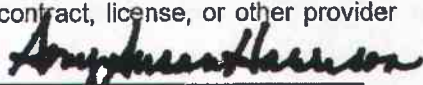
HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans 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.

3-19-21  
Date

  
Board President's Signature

9685 Hayes Street  
Riverside, CA 92503

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

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

CONTRACTOR PAYMENT REQUEST



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***. 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> <li>Invoice or documentation of rent amount and due date</li> <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> <li>Time/Activity Report</li> <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> <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	
STAFF (HEAP Only)																																	
HEAP Activities (Non-Admin)																																	0.00
Total HEAP (Non-Admin)																																	0.00
STAFF (CESH Only)																																	
CESH Activities (Non-Admin)																																	0.00
Total CESH (Non-Admin)																																	0.00
ADMIN STAFF (HEAP Only)																																	0.00
HEAP Admin																																	0.00
Total HEAP ADMIN																																	0.00
ADMIN STAFF (CESH Only)																																	0.00
CESH Admin																																	0.00
Total CESH ADMIN																																	0.00
NON-PROJECT (Time not worked on HEAP/CESH)																																	0.00
Non-Project																																	0.00
Total Non-Project																																	0.00
Vacation																																	0.00
Sick																																	0.00
Holiday																																	0.00
Other Paid Time Off																																	0.00
Total Fringe	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTALS	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	

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

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

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

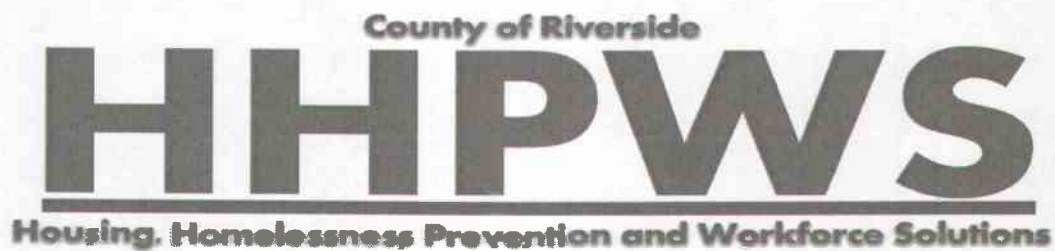
and

Jewish Family Service of San Diego

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

Desert Rose PSH

HHPWSCoC-0000036



**WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.



## TABLE OF CONTENTS

1.	DEFINITIONS .....	3
2.	DESCRIPTION OF SERVICES .....	5
3.	PERIOD OF PERFORMANCE .....	5
4.	COMPENSATION .....	5
5.	AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS .....	5
6.	TERMINATION FOR CONVENIENCE .....	6
7.	TERMINATION FOR CAUSE .....	6
8.	REQUEST FOR WAIVER AND WAIVER OF BREACH .....	7
9.	OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL .....	7
10.	CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST .....	7
11.	RECORDS, INSPECTIONS, AND AUDITS .....	8
12.	CONFIDENTIALITY .....	9
13.	HOLD HARMLESS/INDEMNIFICATION .....	9
14.	INSURANCE .....	10
15.	WORKERS' COMPENSATION .....	11
16.	VEHICLE LIABILITY .....	11
17.	COMMERCIAL GENERAL LIABILITY .....	11
18.	PROFESSIONAL LIABILITY .....	11
19.	INDEPENDENT CONTRACTOR .....	12
20.	USE BY OTHER POLITICAL ENTITIES .....	12
21.	NO DEBARMENT OR SUSPENSION .....	12
22.	COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES .....	12
23.	INSPECTIONS .....	13
24.	CORE COMPONENTS OF HOUSING FIRST .....	13
25.	SERVICE AREAS .....	13
26.	EMPLOYMENT PRACTICES .....	14
27.	CHILD SUPPORT COMPLIANCE ACT .....	14
28.	DRUG FREE WORKPLACE CERTIFICATION .....	15
29.	PERSONNEL .....	15
30.	SUBCONTRACTS .....	16
31.	SUPPLANTATION .....	16
32.	ASSIGNMENT .....	17
33.	FORCE MAJEURE .....	17
34.	GOVERNING LAW .....	17
35.	DISPUTES .....	17
36.	ADMINISTRATIVE/CONTRACT LIAISON .....	17
37.	CIVIL RIGHTS COMPLIANCE .....	17
38.	NOTICES .....	19
39.	SIGNED IN COUNTERPARTS .....	19
40.	MODIFICATION OF TERMS .....	19
41.	ENTIRE AGREEMENT .....	19

## 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 \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Jewish Family Service of San Diego, 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. "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 receipted, 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 Jewish Family Service of San Diego including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and Jewish Family Service of San Diego 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 June 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

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 criminal records from the State of California Department of Justice (DOJ). A signed certification of such criminal record and, as appropriate, a signed justification and clearance from Contractor or designee demonstrating fitness to perform duties 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 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, Homelessness 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:**

Jewish Family Service of San Diego  
8804 Balboa Ave.  
San Diego, CA 92123

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**

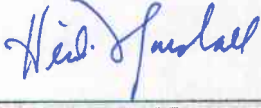
This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

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:	Authorized Signature for COUNTY: 
Printed Name of Person Signing: Michael Hopkins	Printed Name of Person Signing: Heidi Marshall
Title: Chief Executive Officer	Title: Director Housing, Homelessness Prevention and Workforce Solutions
Date Signed:	Date Signed: 5/6/2021

FORM APPROVED COUNTY COUNSEL

BY:  3/09/2021  
LISA SANCHEZ DATE

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

Authorized Signature for SUBRECIPIENT: 	Authorized Signature for COUNTY:
Printed Name of Person Signing: Michael Hopkins	Printed Name of Person Signing: Heidi Marshall
Title: Chief Executive Officer	Title: Director Housing, Homelessness Prevention and Workforce Solutions
Date Signed: 1/22/21	Date Signed:

Schedule A  
Payment Provisions

**A.1 MAXIMUM REIMBURSABLE AMOUNT**

SUBRECIPIENT shall be reimbursed by COUNTY, in an amount not to exceed \$111,000.00. Said funds shall be spent according to the line item budget below:

BUDGET CATEGORY	DESCRIPTION OF SERVICES	COST
	Desert Rose PSH	
Direct Cost		\$111,000.00
<b>TOTAL</b>		<b>\$111,000.00</b>

**A.2 METHOD, TIME, AND CONDITIONS OF PAYMENT**

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

JFSSD will provide 6 Chronic Homeless individuals, families and youth in Riverside County with permanent supportive housing. JFSSD implements the national priority to end homelessness amongst the Chronic Homeless by strategically allocating resources to the most in need population. The program will employ a Housing First model that emphasizes providing stable, long-term housing for chronically homeless individuals and families as a first step towards improving their self-sufficiency. JFSSD clients include persons with mental illness, substance abuse, physical disabilities, persons living with HIV/AIDS, veterans, and those with multiple diagnoses and special needs. JFSSD offers a scattered-site residential program with a total of 4 units centrally located in the Coachella Valley. All housing units will include private sleeping accommodations, kitchen facilities, dining areas, living/recreation areas, and bathrooms; and will be near public transportation lines, markets, libraries, medical care, post offices, and various other community amenities. Under PSH, a program participant must be the tenant on a lease (or sublease) for an initial term of at least one year that is renewable and terminable only for cause. Further, leases (or subleases) must be renewable for a minimum term of one month. PSH is housing with indefinite leasing or rental assistance paired with supportive services to assist homeless persons with a disability, or families with an adult or child with a disability.

The non-residential component will link clients with health care providers, transportation services, living skills and budgeting instruction, referrals, advocacy with medical and social service providers, development of local resource knowledge, mainstream benefit assistance, mental health service referrals, substance abuse services referrals, individualized housing plans, outpatient health service referrals and food donations, as available. Case Management is offered to each client; however, participation in services is not a precondition or condition for program participation. A van is available to transport clients and conduct home visits. All client data is entered into the County's Homeless Management Information System (HMIS). JFSSD employs a "housing first" model that emphasizes providing stable, long-term housing for special needs residents as a necessary condition of their long-term case management. Projected outcomes are



that 80% of consumers will remain in permanent housing for 6 months or longer. Clients are referred through the CES System. JFS works with local service providers, local law enforcement, and emergency services providers. JFS also works with Riverside University Health System-Behavioral Health, Public Health Nurses, Medi-Cal, Housing Authority, Workforce Development, APS, IHSS, Board of Supervisors, and DPSS.

#### Project Detail

Project Component Type:	Permanent Housing – Permanent Supportive
Specific Population Focus:	Chronic Homeless; Veterans; Youth (Under 25); Families; Domestic Violence; Substance Abuse; Mental Illness; HIV/AIDS
100% Dedicated/DedicatedPLUS:	100% Dedicated
# of Units:	4
# of Beds:	6
# of Dedicated CH Beds:	6
Housing Type and Location:	Scattered-site apartments (including efficiencies)
Funding Costs for:	Leasing

#### Outreach for Participants

50%	Directly from the street or other locations not meant for human habitation
50%	Directly from emergency shelters
100	Total of above percentages

### 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 Charter, which is located on the County of Riverside CoC website:  
<https://www.harivco.org/Portals/0/Documents/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>
4. SUBRECIPIENT must maintain a valid HMIS End User Agreement on file with COUNTY, which is located on the County of Riverside CoC website:  
<https://www.harivco.org/Portals/0/Documents/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>.

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 follow all HMIS requirements to ensure that complete and accurate data are in HMIS on an ongoing basis unless exempted for special population such as victims of domestic violence and, upon request from HHPWS CoC staff, submit information on time to HHPWS CoC to ensure that HHPWS CoC staff has complete and accurate information to conduct any kind of reporting including annual reports to HCD.
- B. Information needed for reporting purposes include but are not limited to the following: Subrecipient is required to have such information on HMIS and, as needed, establish internal mechanism(s) to ensure that information listed below is tracked on an ongoing basis and available at all times during the contract term and record retention period.
  1. An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds.
  2. The unduplicated number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.
  3. The type of housing assistance provided, broken out by the number of individuals.
  4. Outcome data for individual served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.
  5. Number of Instances of Service.
  6. Increases in capacity for new and existing programs.
  7. The number of unsheltered homeless individuals becoming sheltered.
  8. 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**

Jewish Family Service of San Diego  
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.

\_\_\_\_\_  
Date

8804 Balboa Ave.  
San Diego, CA 92123

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

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

CR50-Vendor Assurance of Compliance

ATTACHMENT II  
2076A and 2076BCOUNTY 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 \_\_\_\_\_ (\$) \_\_\_\_\_  
\_\_\_\_\_ # 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

COUNTY OF RIVERSIDE HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS SUBRECIPIENT EXPENDITURE REPORT (2076B)	
---	--

SUBRECIPIENT:

ACTUAL EXPENDITURES FOR (MM/YYYY)

CONTRACT #:

[illegible]

List each item as outlined in contract budget.

TOTAL BUDGET/EXPENSES				

### IN-KIND CASH CONTRIBUTION

List each type of contribution				
TOTAL IN-KIND/CASH MATCH				

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.

## ATTACHMENT III

**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>	
•	Lease agreement (Must be submitted at time of client entry into the program and each time a lease expires or changes)
•	Invoice or documentation of rent amount and due date
•	Proof of payment (receipt, cancelled check or bank statement)
<b>STAFF</b>	
•	Time Sheet
•	Time/Activity Report
•	Pay Stub or Payroll Report
<b>EXPENSES</b>	
•	Invoice or receipt that is dated and has a detailed explanation of charges
•	Proof of payment (receipt, cancelled check or bank statement)

# 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
STAFF (HEAP Only)																																
HEAP Activities (Non-Admin)																																
Total HEAP (Non-Admin)																																
STAFF (CESH Only)																																
CESH Activities (Non-Admin)																																
Total CESH (Non-Admin)																																
ADMIN STAFF (HEAP Only)																																
HEAP Admin																																
ADMIN STAFF (CESH Only)																																
CESH Admin																																
Total CESH ADMIN																																
NON-PROJECT (Time not worked on HEAP/CESH)																																
Non-Project																																
Total Non-Project																																
Vacation																																
Sick																																
Holiday																																
Other Paid Time Off																																
Total Fringe																																
TOTALS	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	
																				</												

Check point  
0.00

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

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

Employee Signature

Date

Supervisor Signature

Date