

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



ITEM: 3.20
(ID # 15145)

MEETING DATE:

Tuesday, June 08, 2021

FROM: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

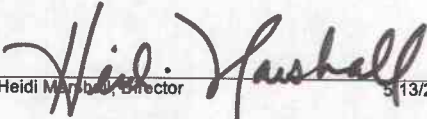
SUBJECT: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS (HHPWS): Ratify and Approve two amended and restated Subrecipient Agreements to reprogram the 2018 Homeless Emergency Aid Program (HEAP) with the City of Riverside to increase the compensation amount by \$254,500; and Coachella Valley Association of Governments to increase the compensation amount by \$97,000; Districts 1 and 4. [Total Cost: \$1,158,075 - 100% State]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Second Amended and Restated Subrecipient Agreement #DPSS-0001500 with the City of Riverside (CoR) for the 2018 Homeless Emergency Aid Program (HEAP) Capital Improvement Project, substantially conforming to the attached agreement (Attachment A), to increase the aggregate contract amount by \$254,500 from \$606,575 to \$861,075 through October 31, 2021, to support the building renovations and development of a 23-bed bridge housing facility and expand local capacity to address the County's Continuum of Care (CoC) immediate challenges of homelessness;

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ACTION: Policy


Heidi Marshall, Director 5/13/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: June 8, 2021
xc: HHPWS

Kecia R. Harper
Clerk of the Board

By 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

2. Ratify and Approve the First Amended and Restated Subrecipient Agreement #DPSS-0001233 with Coachella Valley Association of Governments (CVAG), substantially conforming to the attached agreement (Attachment B), for the 2018 HEAP Supportive Services Only - Navigation Center Operations Project, to increase the aggregate contract amount by \$97,000 from \$200,000 to \$297,000 through October 31, 2021, to support coordinated street outreach and expand local capacity to address the County's CoC immediate challenges of homelessness;
3. 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 the Second Amended and Restated Subrecipient Agreement DPSS-0001500 with CoR and the First Amended and Restated Subrecipient Agreement DPSS-0001233 with CVAG (2018 HEAP Subrecipient Agreements) on behalf of the County, based on the availability of funding and as approved as to form by County Counsel; and
4. 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.

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,158,075	\$ 0	\$ 1,158,075	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State Funds			Budget Adjustment: No	
			For Fiscal Year: 20/21	

C.E.O. RECOMMENDATION: Approve.

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

Prev. Agn. Ref: 05/05/2020, Item 3.14

Prev. Agn. Ref: 06/30/2020, Item 3.22

BACKGROUND:

Summary

The Department of Housing Homelessness Prevention and Workforce Solutions (HHPWS) has been designated by the County of Riverside and Riverside County Continuum of Care (CoC) as the Administrative Entity (AE) to administer Homeless Emergency Aid Program (HEAP) funds provided by the California Homeless Coordinating and Financing Council (HCFC). HEAP provides one-time grant funding to address the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness in jurisdictions that have declared a shelter crisis. The total HEAP allocation to the County of Riverside is \$9,791,805 with at least 5% designated as a youth set aside.

The Riverside County CoC Board of Governance (BOG) is comprised of elected members who advocate and prepare funding recommendations to the Riverside County Board of Supervisors (BOS). On May 21, 2019, May 05, 2020 and June 30, 2020 the Riverside County BOS approved funding recommendations made by the Riverside County BOG which included investments towards service and capital projects. These activities included emergency shelter, rental assistance, street outreach, housing locator and navigation services, capital improvements and other supportive service projects.

On February 24, 2021, the Riverside County CoC BOG met to approve new recommendations made by staff to reallocate \$351,500 to the two designated projects below. This change is necessary to ensure all HEAP funding is expended by the deadline of June 30, 2021, and can be used to support projects needing additional funds to carry out their scope of work.

Subrecipient	Target Population	Project Name	Funding Amount:	Supervisory District
City of Riverside	Chronically Homeless	Capital Improvement Project	\$861,075	1

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Coachella Valley Association of Governments	Chronically Homeless	Supportive Services Only - Navigation Center Operations Project	\$297,000	4
Total			\$1,158,075	

Impact on Residents and Businesses

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

Contract History and Price Reasonableness

Below is a historical timeline of the contract history:

- 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 the Business, Consumer Services, and Housing (BCSH) Agency 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. 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 \$606,575 to the City of Riverside (CoR) for a HEAP capital improvement project to support the City of Riverside's Bridge Housing Conversation Project located at 2881 Hulen Place in Riverside.
- On June 20, 2019, the BoG approved reallocation of \$400,000 to projects from the eligible applications submitted through HEAP RFP DPARC 564A. The BoG awarded \$200,000 to

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Coachella Valley Association of Government (CVAG) for a Homeless Access Center in Palm Springs.

- The BoG awarded CoR additional compensation of \$254,500 from \$606,575 to \$861,075 for the Bridge Housing Conversation Capital Improvement Project. This increased amount of funds will allow the CoR to provide infrastructure improvements (e.g., gas and sewer) needed to convert the building from its current industrial usage, to residential quarters.
- The BoG awarded CVAG additional compensation of \$97,000 from \$200,000 to \$297,000 for the Supportive Services Only - Navigation Center Operations Project. This increased amount of funds will allow the CVAG to provide additional services to homeless individuals through the end of the service period.

ATTACHMENTS:

- **ATTACHMENT A:** Second Amended and Restated Subrecipient Agreement for the 2018 Homeless Emergency Aid Program (HEAP) Emergency Capital Improvement Project with the City of Riverside, #DPSS-0001500
- **ATTACHMENT B:** First Amended and Restated Subrecipient Agreement for the 2018 Homeless Emergency Aid Program (HEAP) Supportive Services Only – Navigation Center Operation Project with Coachella Valley Association of Governments, #DPSS-0001233


Steven Atkeson

5/28/2021


Gregory P. Priamos, Director County Counsel

5/21/2021

**SECOND AMENDED AND RESTATED SUBRECIPIENT AGREEMENT
FOR THE 2018 HOMELESS EMERGENCY AID PROGRAM
CAPITAL IMPROVEMENT PROJECTS**

This SECOND AMENDED AND RESTATED SUBRECIPIENT AGREEMENT FOR THE 2018 HOMELESS EMERGENCY AID PROGRAM CAPITAL IMPROVEMENT PROJECTS ("AGREEMENT"), is made and entered into this ____ day of _____, 2021 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY") and the CITY OF RIVERSIDE, a California charter city and municipal corporation, ("SUBRECIPIENT"). COUNTY and SUBRECIPIENT are individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Parties previously entered into that certain Subrecipient Agreement for the 2018 Homeless Emergency Aid Program, DPSS-0001500, effective July 21, 2020, 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), for the Homeless Emergency Aid Program ("HEAP"), administered by the California Homeless Coordinating and Financing Council in the State of California Business, Consumer Services and Housing Agency ("BCSH"), (herein referred to as "Original Agreement"), providing for the grant of HEAP funds by COUNTY for the capital improvements to the PROPERTY as more specifically set forth below; and

WHEREAS, the Parties previously entered into that certain First Amended and Restated Subrecipient Agreement for the 2018 Homeless Emergency Aid Program Capital Improvement Projects, executed March 24, 2021, to revise the Scope of Work to reflect a capacity reduction for the Project from 45 beds to 23 beds as set forth in Exhibit "B" - Scope of Work and Schedule of Performance, Exhibit "C" - Bridge Housing Floor Plan, and to update certain other terms and conditions, ("First Amended and Restated Agreement"); and

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

WHEREAS, the COUNTY has been designated as the Administrative Entity to provide

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.

JUN 08 2021 3.20

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, Continuums of Care, cities, counties, and nonprofit organizations may use HEAP funds for capital improvement projects within a jurisdiction that has declared a shelter crisis in accordance with Government Code section 8698.2; and

WHEREAS, SUBRECIPIENT is a city or a nonprofit organization and the owner of real property more commonly known as 2881 Hulen Place, Riverside, CA 92507 [APN 210-130-022] located in a jurisdiction that has declared a shelter crisis in accordance with Government Code section 8698.2 ("PROPERTY"); and

WHEREAS, SUBRECIPIENT has submitted a proposal to the COUNTY for capital improvements to the PROPERTY pursuant to an agreement with a contractor(s) ("Contractor(s)") to make such capital improvements to the PROPERTY; and

WHEREAS, the capital improvements to the PROPERTY will assist the COUNTY in addressing the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness in the City of Riverside; and

WHEREAS, the COUNTY and SUBRECIPIENT now desire to amend and restate the agreement to increase the Maximum Reimbursable Amount by \$254,500, and to adjust the budget line items as set forth in Exhibit "A" - Line Item Budget and to update activities and completion dates in Exhibit "B" - Scope of Work and Schedule of Performance; and,

WHEREAS, upon the effectiveness of this AGREEMENT, the First Amended and Restated Agreement shall be superseded and replaced in its entirety as provided for herein;

NOW THEREFORE, in consideration of the foregoing, and the promises and mutual covenants and conditions herein after set forth, the SUBRECIPIENT and COUNTY hereby agree as follows:

- 1) **INCORPORATION OF RECITALS.** COUNTY and SUBRECIPIENT acknowledge and agree that the above recitals are true and correct and are hereby made part of this AGREEMENT.
- 2) **PURPOSE OF AGREEMENT.** The purpose of this AGREEMENT is to set forth the terms and

conditions by which COUNTY will grant up to \$861,075.00 in HEAP funds ("HEAP GRANT") for capital improvements to the PROPERTY upon the terms and conditions set forth herein and in the Scope of Work and Schedule of Performance attached hereto as Exhibit "B" and incorporated herein by this reference ("WORK").

- 3) **TERM OF AGREEMENT.** The term of this AGREEMENT shall commence on July 21, 2020 and shall terminate on October 31, 2021, unless terminated earlier as provided herein.
- 4) **SCOPE OF WORK AND SCHEDULE OF PERFORMANCE.** SUBRECIPIENT shall cause the WORK to be performed pursuant to this AGREEMENT at the PROPERTY.
 - a) Both COUNTY and SUBRECIPIENT have reviewed and approved the WORK (EXHIBIT "B") to be performed to the PROPERTY pursuant to this AGREEMENT; and
 - b) The PROPERTY shall be improved in accordance with and within the limitations established in the WORK (Exhibit "B") and subsequent plans and specifications approved by the COUNTY pursuant to this AGREEMENT, and any and all permits issued by the COUNTY and/or any other governmental entity with jurisdiction over the WORK.
- 5) **HEAP GRANT TERMS.** The HEAP GRANT from the COUNTY to the SUBRECIPIENT shall be used to pay for costs associated with the WORK.
 - a) **Expenditure of HEAP GRANT.** SUBRECIPIENT agrees that one hundred percent (100%) of the HEAP GRANT must be expended by June 30, 2021. "Expended" means that all HEAP funds that have been obligated have been fully paid and receipted, and no invoices remain outstanding. Any part of the HEAP GRANT paid to SUBRECIPIENT, but not expended by that date shall be returned to COUNTY within ten (10) calendar days to be returned to BCSH.
 - b) **HEAP GRANT Amount.** The amount of the HEAP GRANT shall not exceed the maximum total amount of \$861,075.00, including all expenses. SUBRECIPIENT agrees and acknowledges that the HEAP GRANT amount is intended to cover the total costs of the WORK. However, in the event the total cost of the WORK exceeds the HEAP GRANT amount, SUBRECIPIENT shall be responsible for payment of any such amounts in excess of the HEAP GRANT amount for the WORK. COUNTY shall not be responsible for any

amounts greater than the HEAP GRANT amount.

- c) Disbursement of HEAP GRANT. The HEAP GRANT shall be disbursed to the SUBRECIPIENT pursuant to the process set out in section 9 below.
- d) Administrative Costs. No more than five percent (5%) of the total HEAP GRANT may be used for administrative costs related to the execution of the WORK. For purposes of this AGREEMENT, "administrative costs" does not include staff costs directly related to carrying out the WORK.
- e) Advances. COUNTY may issue a one-time advance payment to SUBRECIPIENT in an amount not to exceed twenty-five percent (25%) of the HEAP GRANT upon written request by the SUBRECIPIENT. Such written request must be submitted on SUBRECIPIENT letterhead and SUBRECIPIENT shall complete the 2076A form (Exhibit "E"). If an advance is issued, the advance will be recouped within the first six claims for disbursement that are submitted and approved for payment. Seventeen percent (17%) of the advance will be recouped from each of the first five (5) claims submitted and fifteen percent (15%) of the advance will be recouped from the sixth claim submitted. If there are not enough funds in a 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 maintain a separate interest-bearing account for the advance. 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 SUBRECIPIENT's Contractor(s), including subcontractors, 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 by SUBRECIPIENT for general administrative purposes. At least five percent (5%) of these proceeds must be returned to COUNTY to establish or expand services for Homeless

Youth.

- f) Sufficiency of Funds. The obligation of COUNTY for payment of the HEAP GRANT under 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 and be of no further force or effect. In the event the 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.
- g) Covenant Agreement. In consideration for the HEAP GRANT, SUBRECIPIENT agrees to be bound by the covenants, conditions, and restrictions set forth in the Covenant Agreement entered into between the parties, executed on September 24, 2020, and recorded on [DATE] in the Official Records of the County of Riverside Clerk Recorder's Office as [Document/Instrument No.] against the PROPERTY ("COVENANT AGREEMENT"), until such time as an amended and restated covenant agreement is entered into between the parties. The COVENANT AGREEMENT is incorporated herein by this reference as Exhibit "F." As a condition precedent to the COUNTY's disbursement of the additional funding in the amount of \$254,500 from the HEAP GRANT, SUBRECIPIENT shall execute and record in the Official Records, an amended and restated covenant agreement to account for the funding increase of \$245,500 under the HEAP GRANT ("AMENDED AND RESTATED COVENANT AGREEMENT") against the PROPERTY. The AMENDED AND RESTATED COVENANT AGREEMENT will be negotiated and executed by the Director of HHPWS on behalf of the COUNTY, and substantially conform to Exhibit "F" with terms and conditions to account for the increase in funds. Commencing

upon the date the AMENDED AND RESTATED COVENANT AGREEMENT is recorded in the Official Records of the County of Riverside Clerk Recorder's Office, the AMENDED AND RESTATED COVENANT AGREEMENT shall be attached hereto as Exhibit "F-1" and incorporated herein as referenced. The AMENDED AND RESTATED COVENANT AGREEMENT sets forth, among other things, use restrictions, transfer restrictions, maintenance obligations, and non-discrimination covenants. The AMENDED AND RESTATED COVENANT AGREEMENT shall run with the land in favor of the COUNTY and shall remain in effect for the term set forth in the AMENDED AND RESTATED COVENANT AGREEMENT. A breach of the AMENDED AND RESTATED COVENANT AGREEMENT shall be a material breach of this AGREEMENT. COUNTY and SUBRECIPIENT agree that SUBRECIPIENT may transfer the terms and conditions of the COVENANT AGREEMENT and AMENDED AND RESTATED COVENANT AGREEMENT to another property with the prior written consent of the COUNTY, which consent shall not be unreasonably withheld, conditioned, or delayed. This provision shall survive the termination and expiration of this AGREEMENT.

- 6) **NOTICE TO PROCEED.** SUBRECIPIENT shall not initiate or incur expenses for the WORK covered under the terms of this AGREEMENT including, but not limited to, executing a contract with the Contractor(s), prior to receiving written authorization from COUNTY to proceed ("Notice to Proceed").
- 7) **CONTRACT WITH CONTRACTOR(S).**
 - a) After receiving the Notice to Proceed, SUBRECIPIENT shall promptly enter into a contract with the Contractor(s).
 - b) SUBRECIPIENT shall ensure that the Contractor(s) are skilled in the professional calling necessary to perform the WORK and have the requisite experience and knowledge necessary to perform the WORK. SUBRECIPIENT shall ensure that the Contractor(s) perform the WORK in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of

California. SUBRECIPIENT shall verify that Contractor(s) possesses current and valid licenses and certifications in compliance with any local, State, and Federal laws and regulations relative to the WORK to be performed and that the WORK will be performed by properly trained and licensed staff.

- c) SUBRECIPIENT shall require the WORK to be carried out in compliance with all applicable laws, including, but not limited to, 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, the SUBRECIPIENT, the SUBRECIPIENT's Contractor(s), including subcontractors, and the WORK. In the event that there is a conflict between the various laws or regulations that may apply, the SUBRECIPIENT shall ensure that the Contractor(s) complies with the more restrictive law or regulation.

- d) SUBRECIPIENT shall ensure that Contractor(s) will complete the WORK in accordance with the expenditure deadlines set forth in this AGREEMENT.

8) **PRE-CONSTRUCTION CONFERENCE.** After entering into a contract with the Contractor(s), SUBRECIPIENT shall coordinate a pre-construction conference between COUNTY, SUBRECIPIENT and the Contractor(s) to review the finalized labor and materials needed for the WORK. Any changes to the finalized WORK shall be in writing and mutually agreed upon by COUNTY and SUBRECIPIENT.

9) **DISBURSEMENT OF FUNDS.**

- a) The COUNTY shall pay to the SUBRECIPIENT the HEAP GRANT amount on a reimbursable basis for all COUNTY-approved costs in accordance with the line item budget attached hereto as Exhibit "A" and incorporated herein by this reference. The SUBRECIPIENT shall submit to COUNTY, not more often than monthly, a certified statement setting forth in detail the expenditures made for which it is asking reimbursement along with pertinent supporting documentation. The COUNTY shall promptly review the monthly expenditure statement and reimburse the SUBRECIPIENT for the COUNTY-approved costs in accordance with its usual accounting procedures. The COUNTY may

require from SUBRECIPIENT such supporting documentation as may be necessary and appropriate for the COUNTY to make its determination as to allowable costs. Each disbursement of the HEAP GRANT shall be made within forty-five (45) days after SUBRECIPIENT has submitted to the COUNTY a complete and written approved statement of expenditures. COUNTY has the authority to withhold disbursements of the HEAP GRANT under this AGREEMENT pending a final determination by COUNTY of questioned expenditures. In the event BCSH or the COUNTY determines any expenditures claimed by SUBRECIPIENT and paid by COUNTY were ineligible for HEAP funding, the SUBRECIPIENT shall reimburse the COUNTY the amount of the expenditures reimbursed and so disallowed and/or COUNTY may deduct and retain the amount of the expenditures reimbursed and so disallowed from any amount owed to SUBRECIPIENT. For this AGREEMENT, SUBRECIPIENT shall send the expenditure statements to:

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

- b) COUNTY shall retain five percent (5%) of the HEAP GRANT amount until completion of the WORK as determined by COUNTY. The term "completion" shall mean the point in time when all of the following shall have occurred: (1) the PROPERTY has been improved in accordance with this AGREEMENT, including the Scope of Work, and (2) COUNTY and SUBRECIPIENT have inspected and accepted the WORK as completed by the Contractor(s) in accordance with section 10 below.
- c) SUBRECIPIENT may, with the prior written approval of COUNTY, move funds from one line item in the budget to another line item in the budget set forth in Exhibit "A", so long as said change does not increase the total HEAP GRANT amount.

10) INSPECTION OF COMPLETED WORK. Without limiting COUNTY's disclaimer of responsibility for the WORK, upon completion of the WORK, COUNTY and SUBRECIPIENT shall inspect the WORK completed by the Contractor(s). Upon inspection and acceptance of the completed WORK by SUBRECIPIENT and COUNTY, COUNTY shall make final payment to

SUBRECIPIENT in accordance with section 9 above.

- 11) **WARRANTY FOR CAPITAL IMPROVEMENTS.** SUBRECIPIENT acknowledges and agrees that its Contractor(s) shall be required to provide a minimum of one (1) year warranty and guarantee for all labor and a minimum manufacturer's warranty and guarantee for all material installed.
- 12) **CONTRACTOR(S) IS RESPONSIBLE FOR ALL WORK.** Notwithstanding anything to the contrary contained herein, the COUNTY neither undertakes nor assumes nor has any responsibility or duty to SUBRECIPIENT or to any third party to review, inspect, supervise, pass judgment upon or inform SUBRECIPIENT or any third party of any matter in connection with the WORK, whether regarding the quality, adequacy or suitability of the plans, any labor, service, equipment or material furnished to the PROPERTY, any person furnishing the same, or otherwise. SUBRECIPIENT and all third parties shall rely upon its or their own judgment regarding such matters, and any review, inspection, supervision, exercise of judgment or information supplied to SUBRECIPIENT or to any third party by the COUNTY in connection with such matter is for the public purpose of improving the PROPERTY, and neither SUBRECIPIENT nor any third party is entitled to rely thereon. The COUNTY shall not be responsible for any of the WORK of construction, or improvement of the PROPERTY. In the event some part of the WORK completed fails to give SUBRECIPIENT satisfaction, SUBRECIPIENT acknowledges and agrees that the Contractor(s) is the party responsible for all warranty repairs, not the COUNTY. SUBRECIPIENT shall contact the Contractor(s) for any assistance in connection with the aforementioned matters. SUBRECIPIENT acknowledges and agrees to make every effort to notify the Contractor(s) in the event SUBRECIPIENT is not satisfied with the WORK and give the Contractor(s) a reasonable opportunity to correct the problem. Should the Contractor(s) be unresponsive, SUBRECIPIENT shall have the right to pursue corrective action through the State of California, Contractor's License Board, among other remedies.
- 13) **RIGHTS OF ACCESS.** Representatives of the COUNTY shall have the reasonable right of access to the PROPERTY, upon 24 hours' written notice to SUBRECIPIENT (except in the case of an emergency, in which case COUNTY shall provide such notice as may be practical under the

circumstances), without charges or fees, during normal construction hours during the period of construction for the purposes of, including, but not limited to, the general inspection of the WORK being performed related to this AGREEMENT.

14) SUBRECIPIENT CERTIFICATIONS: The SUBRECIPIENT certifies the following:

- a) SUBRECIPIENT provided true and accurate information on proposals to COUNTY and has not misrepresented SUBRECIPIENT's eligibility for the HEAP GRANT;
- b) SUBRECIPIENT hereby represents and warrants that neither the execution and delivery of this AGREEMENT, including any attachments hereto or documents related to this AGREEMENT nor the incurrence of the SUBRECIPIENT's obligations herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this AGREEMENT and the documents referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, lease or other agreements or instruments to which SUBRECIPIENT is a party.

15) SUBRECIPIENT DUTIES. In addition to the SUBRECIPIENT obligations set forth in this AGREEMENT, SUBRECIPIENT shall adhere to the following:

- a) SUBRECIPIENT, at all times, shall cooperate with COUNTY and Contractor(s);
and
- b) SUBRECIPIENT shall not change or amend the WORK without written consent of the COUNTY.

16) COUNTY DEFAULT. County shall be deemed in default of this AGREEMENT if: (a) in the event of any monetary breach of this AGREEMENT by COUNTY, SUBRECIPIENT notifies COUNTY in writing of such breach, and COUNTY within ten (10) calendar days from such notice fails to cure said breach, or (b) in the event of any nonmonetary breach of this AGREEMENT, SUBRECIPIENT notifies COUNTY in writing of such breach, and COUNTY within fourteen (14) calendar days after such notice is reasonably required for its performance, then COUNTY's obligation is such that more than fourteen (14) calendar days after such notice is reasonably required for its performance, then COUNTY shall not be in breach of this AGREEMENT if

performance is commenced as soon as reasonably possible within such fourteen (14) calendar day period and thereafter diligently pursued to completion (each a "COUNTY DEFAULT")

17) SUBRECIPIENT DEFAULT. SUBRECIPIENT shall be deemed in default of this AGREEMENT if: (a) in the event of any monetary breach of this AGREEMENT by SUBRECIPIENT, COUNTY notifies SUBRECIPIENT in writing of such breach, and SUBRECIPIENT within ten (10) calendar days from such notice fails to cure said breach, or (b) in the event of any nonmonetary breach of this AGREEMENT, COUNTY notifies SUBRECIPIENT in writing of such breach, and SUBRECIPIENT within fourteen (14) calendar days from such notice fails to cure said breach, provided, however, that if the nature of SUBRECIPIENT's obligation is such more than fourteen (14) calendar days after such notice is reasonably required for its performance, then SUBRECIPIENT shall not be in breach of this AGREEMENT if performance is commenced as soon as reasonably possible within such fourteen (14) calendar day period and thereafter diligently pursued to completion (each a "SUBRECIPIENT DEFAULT").

18) TERMINATION.

- a) COUNTY may immediately terminate this AGREEMENT, for cause if there is a SUBRECIPIENT DEFAULT pursuant to section 17. For purposes of section 17, a breach shall include:
 - i) SUBRECIPIENT's violation of any terms or conditions of this AGREEMENT or the COVENANT AGREEMENT;
 - ii) SUBRECIPIENT's use of, or SUBRECIPIENT permitting the use of HEAP funds provided under this AGREEMENT for any ineligible activities;
 - iii) SUBRECIPIENT's failure to comply with the deadlines set forth in this AGREEMENT; or
 - iv) SUBRECIPIENT's violation of any federal or state laws or regulations.
- b) After receipt of the notice of termination, SUBRECIPIENT shall stop or cause to be stopped all WORK under this AGREEMENT on the date specified in the notice of

termination and, within ten (10) calendar days of the notice of termination, return all unexpended HEAP funds received by SUBRECIPIENT to COUNTY.

- c) After termination, COUNTY shall make payment only for the WORK properly performed up to the date of termination in accordance with this AGREEMENT.
- d) In addition to the other remedies that may be available to COUNTY in law or equity for breach of this AGREEMENT, COUNTY may:
 - i) Bar the SUBRECIPIENT from applying for future HEAP funds;
 - ii) Revoke any other existing HEAP award(s) to the SUBRECIPIENT;
 - iii) Require repayment of HEAP funds disbursed and expended under this AGREEMENT;
 - iv) 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;
 - v) 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
 - vi) Seek such other remedies as may be available under this AGREEMENT or any law.
- 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.
- f) SUBRECIPIENT may immediately terminate this AGREEMENT for cause if there is COUNTY DEFAULT pursuant to section 16. For purposes of section 16, a breach shall include:
 - i) COUNTY's violation of any terms or conditions of this AGREEMENT;
 - or
 - ii) COUNTY's violation of any federal or state laws or regulation.

19) HOLD HARMLESS AND INDEMNIFICATION.

- a) Except as to the negligence or willful misconduct of COUNTY, SUBRECIPIENT shall indemnify and hold harmless the COUNTY and its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, action, claim, or damage whatsoever, based or asserted upon any services provided or actions caused by SUBRECIPIENT, its officers, employees, subcontractors, agents, or representatives, or Contractor(s), their 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, death or any other element of any kind or nature whatsoever resulting from any service related to the WORK provided by SUBRECIPIENT or Contractor(s), their officers, employees, subcontractors, agents, or representatives; SUBRECIPIENT shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards) the COUNTY and its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts, omissions, or services.
- b) With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUBRECIPIENT's indemnification to COUNTY as set forth herein.
- c) The hold harmless and indemnification obligations set forth herein shall survive the termination and expiration of this AGREEMENT.

20) INSURANCE. Without limiting or diminishing the SUBRECIPIENT's obligation to indemnify or hold the 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, the 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. SUBRECIPIENT is authorized self-insured public entity and warrants that it has adequate coverage to protect against liabilities arising out of the performance of the terms, conditions, or obligations of this AGREEMENT and shall provide a self-insured affirmation letter to the COUNTY immediately upon execution of this AGREEMENT.

a) Property Insurance:

SUBRECIPIENT shall maintain property insurance and flood insurance on the PROPERTY, listing the COUNTY as Additional Insured for the term of this AGREEMENT. SUBRECIPIENT shall keep the improvements now existing or hereafter erected on the PROPERTY insured against loss by fire, hazards included within the term "extended coverage," and such other hazards, including floods or flooding. This insurance shall be maintained in the amount of the replacement value of the PROPERTY.

b) Workers' Compensation:

If the SUBRECIPIENT has employees as defined by the State of California, the 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.

c) 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.

d) 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 the COUNTY as Additional Insured.

e) All Risk Builder's Insurance:

SUBRECIPIENT shall cause its Contractor(s) to procure all risk builder's insurance for the duration of the WORK to be performed to the PROPERTY. Contractor(s) shall provide a policy of builder's all risk (course of construction) insurance coverage including (if the WORK is located in an earthquake or flood zone or if required on financed or bond financing arrangements) coverage for earthquake and flood, covering the SUBRECIPIENT, Contractor and every subcontractor, of every tier, for the duration of the WORK to be performed to the PROPERTY, including property to be used in the construction of the WORK while such property is at off-site storage locations or while in transit or temporary off-site storage. Such policy shall include, but not be limited to, coverage for fire, collapse, faulty workmanship, debris removal, expediting expense, fire department service charges, valuable papers and records, trees, grass, shrubbery and plants. If scaffolding, falsework and temporary buildings are insured separately by the Contractor(s) or others, evidence of such separate coverage shall be provided to SUBRECIPIENT prior to the start of the WORK. Such policy shall be written on a completed value form. Such policy shall also provide coverage for temporary structures (on-site offices, etc.), fixtures, machinery and equipment being installed as part of the

WORK. Contractor(s) shall be responsible for any and all deductibles under such policy. Upon request by COUNTY, SUBRECIPIENT shall cause its Contractor(s) to declare all terms, conditions, coverages and limits of such policy.

f) Professional Liability:

If applicable, SUBRECIPIENT shall cause its Contractor(s) to procure and maintain Professional Liability Insurance providing coverage for the Contractor'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 Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this AGREEMENT and SUBRECIPIENT shall cause Contractor(s) to purchase at its sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this AGREEMENT; or 3) demonstrate through Certificates of Insurance that Contractor(s) has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) shall continue as long as the law allows.

g) General Insurance Provisions - All lines:

- i) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- ii) The SUBRECIPIENT must declare its insurance self-insured retentions for each coverage required herein. If such self-insured retentions exceed \$500,000 per occurrence each such retention 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 the COUNTY, and at the election of the COUNTY Risk Manager, SUBRECIPIENT's carriers shall

either; 1) reduce or eliminate such self-insured retention as respects this AGREEMENT with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- iii) 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.
- iv) 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 coverage's 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 to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*
- v) It is understood and agreed to by the Parties hereto that the SUBRECIPIENT's insurance shall be construed as primary insurance, and the COUNTY's insurance

and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

- vi) If, during the term of this AGREEMENT or any extension thereof, there is a material change in the WORK; or, there is a material change in the equipment to be used in the performance of the 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, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT has become inadequate.
- vii) SUBRECIPIENT shall pass down the insurance obligations contained herein to all tiers of subcontractors, including Contractor(s), working under this AGREEMENT.
- viii) The insurance requirements contained in this AGREEMENT may be met with a program(s) of self-insurance acceptable to the COUNTY.
- ix) 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.

21) INDEPENDENT CAPACITY. SUBRECIPIENT shall act at all times in an independent capacity during the term of this AGREEMENT, and shall not act as, shall not be, nor shall in any manner be construed or deemed to be agents, officers, or employees of COUNTY. It is expressly understood and agreed that the SUBRECIPIENT (including its employees, agents and subcontractor's, including Contractor(s)) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the Parties; the SUBRECIPIENT shall hold the COUNTY harmless from any and all claims that may be made against the COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a lending partnership, other partnership, joint venture, or any other relationship between the Parties

hereto, or cause COUNTY to be responsible in any way for the debts or obligations of SUBRECIPIENT, or any other party. It is further understood and agreed by the Parties that the SUBRECIPIENT in the performance of this AGREEMENT is subject to the control or direction of the COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

- 22) NOTICES.** Each notice, request, demand, consent, approval or other communication (hereinafter in this section referred to collectively as “notices” and referred to singly as a “notice”) which the COUNTY or SUBRECIPIENT is required or permitted to give to the other Party pursuant to this AGREEMENT shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next business day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective Parties as follows (or at such other address as COUNTY may designate in writing to SUBRECIPIENT and SUBRECIPIENT may designate in writing to COUNTY pursuant to this section):

COUNTY

County of Riverside

Attn.: Heidi Marshall

3403 10th Street, Suite 300

Riverside, CA 92501

SUBRECIPIENT

Moises Lopez, Deputy City Manager

City of Riverside

3900 Main Street

Riverside, CA 92522

23) 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 the SUBRECIPIENT's and/or the Contractor's(s') performance through any combination of on-site visits, inspections, evaluations, and SUBRECIPIENT and/or Contractor 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 WORK under this AGREEMENT and shall permit COUNTY or other inspector to assess and evaluate SUBRECIPIENT's and/or Contractor's(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.

- i) If a financial audit is required by COUNTY, the audit shall be performed by an independent certified public accountant.
- ii) 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.
- iii) The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.
- iv) 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.

24) HOMELESS MANAGEMENT INFORMATION SYSTEM. SUBRECIPIENT agrees to provide COUNTY and BCSH access to Homeless Management Information System (HMIS) data collected and entered into SUBRECIPIENT's HMIS, in the event that such data is collected by SUBRECIPIENT, upon request, and to participate in any statewide data initiative as directed by BCSH, including, but not limited to, a statewide data integration environment.

25) 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 BCSH.
- b) Information needed for reporting purposes include but are not limited to the items listed below. 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 to HHPWS at all times during the contract term and record retention period.
 - i) 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.

- ii) 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.
 - iii) The type of housing assistance provided, broken out by the number of individuals.
 - iv) 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.
 - v) Number of Instances of Service.
 - vi) Increases in capacity for new and existing programs.
 - vii) The number of unsheltered homeless individuals becoming sheltered.
 - viii) 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):
- i) Chronically Homeless
 - ii) Homeless veterans
 - iii) Unaccompanied Homeless Youth
 - iv) Homeless persons in families with children
- d) SUBRECIPIENT will also be asked to comment on the following:
- i) Progress made toward local homelessness goals.
 - ii) The alignment between HEAP funding priorities and “Housing First” principles adopted by the Homeless Coordinating and Financing Council.
 - iii) Any other effects from HEAP funding that the SUBRECIPIENT would like to share (optional).

26) CORE COMPONENTS OF HOUSING FIRST. On March 13, 2018, SUBRECIPIENT adopted a series of homeless services initiatives, which set forth the SUBRECIPIENT's policies, goals, and objectives in addressing homeless issues through the strategic alignment of municipals and regional resources, with an emphasis on providing homeless individuals housing first and then wrap around services ("City of Riverside Housing First Plan"). 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).

27) COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, GUIDELINES, AND REGULATIONS.

- a) By executing this AGREEMENT, SUBRECIPIENT agrees to comply with all applicable 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, the COUNTY, the SUBRECIPIENT, the SUBRECIPIENT's subcontractors, including Contractor(s), and the WORK. 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.
- b) SUBRECIPIENT shall also be responsible for obtaining any and all permits, licenses, and approvals required for the WORK under this AGREEMENT, including those necessary to perform design, construction, or operation and maintenance of the WORK. It is the responsibility of SUBRECIPIENT, without cost to COUNTY, to ensure that all applicable local jurisdiction land use requirements will permit the WORK to the PROPERTY and the use, operation, and maintenance of such improvements in accordance with the provisions of this AGREEMENT. Nothing contained herein shall be deemed to entitle SUBRECIPIENT to any local jurisdiction or COUNTY permit or other local jurisdiction or COUNTY approval necessary for the WORK to the PROPERTY, or waive any applicable local jurisdiction or COUNTY requirements relating thereto. This

AGREEMENT does not (a) grant any land use entitlement to SUBRECIPIENT, (b) supersede, nullify, or amend any condition which may be imposed by the local jurisdiction in connection with approval of the WORK described herein, (c) guarantee to SUBRECIPIENT or any other party any profits from the WORK to the PROPERTY, or (d) amend any local jurisdiction or COUNTY laws, codes, or rules. SUBRECIPIENT shall provide copies of permits and approvals to the COUNTY and BCSH upon request.

28) PUBLICITY. SUBRECIPIENT shall provide notice to the COUNTY for any publicity generated by SUBRECIPIENT for the WORK pursuant to this AGREEMENT, during the term of this AGREEMENT.

29) PROHIBITION AGAINST CONFLICTS 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, including Contractor(s), 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 Contractor, including, their officers, employees, subcontractors, agents, or representatives shall comply with all applicable provisions of Federal and State laws pertaining to conflict of interest, 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.

- e) No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by HEAP funds if a conflict of interest, real or apparent, would be involved.
- f) No covered persons who exercise or have exercised any functions or responsibilities with respect to HEAP funded activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HEAP funded activity, or with respect to the proceeds from the HEAP funded activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the COUNTY, the SUBRECIPIENT, or any designated public agency.
- g) Any violation of this section shall be deemed a breach of this AGREEMENT and subject to the cure provisions in section 17. In the event of a violation of this section cannot be cured, the AGREEMENT shall be immediately terminated by the COUNTY.

30) DRUG FREE WORKPLACE CERTIFICATION. By signing this AGREEMENT, SUBRECIPIENT, and its subcontractors, including Contractor(s), 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 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

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

8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:

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

31) CHILD SUPPORT COMPLIANCE ACT.

- a) By signing this AGREEMENT, the SUBRECIPIENT acknowledges 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.
- b) By signing this AGREEMENT, the SUBRECIPIENT certifies, to the best of its knowledge, it 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. 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.

- d) SUBRECIPIENT shall include this provision in its contract with all Contractor(s) and subcontractors.

32) EMPLOYMENT PRACTICES.

- a) SUBRECIPIENT and its subcontractors, including Contractor(s), shall comply with all federal and state statutes and regulations in the hiring of its employees.
- b) SUBRECIPIENT agrees to abide by and include in any contracts to perform the WORK under this AGREEMENT with its Contractor(s), the following clause: "During the performance of this AGREEMENT, SUBRECIPIENT and its Contractor(s) 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 Contractor(s) shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. SUBRECIPIENT or its Contractor(s) 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 Contractor(s) 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, including Contractor(s), 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, including Contractor(s), 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).

33) CIVIL RIGHTS COMPLIANCE.

a) Assurance of Compliance

SUBRECIPIENT shall complete the “Assurance of Compliance with Riverside County Non-Discrimination in State and Federally Assisted Programs,” attached as Exhibit “D”. SUBRECIPIENT will sign and date Exhibit “D” and return it to COUNTY along with the executed AGREEMENT. SUBRECIPIENT shall ensure that any services or performance by SUBRECIPIENT or its Contractor(s) 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 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:

- i) Denying a participant any service or benefit or availability of a facility.
- ii) 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.
- iii) 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.

34) DISPUTES. 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 COUNTY and SUBRECIPIENT. The SUBRECIPIENT shall proceed diligently with the performance of this AGREEMENT pending resolution of a dispute. 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 session shall be required if the first session is not successful. The Parties shall share the cost of the mediations.

35) INTERPRETATION; GOVERNING LAW; JURISDICTION AND VENUE. This AGREEMENT and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. This AGREEMENT shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto. The rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this AGREEMENT; all Parties have been represented by counsel in the negotiation and preparation hereof. The Parties agree that any action at law or in equity arising under this AGREEMENT or brought by a Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this AGREEMENT shall be filed only in

the Superior Court of the State of California, located in Riverside, California, and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction.

- 36) **WAIVER.** 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. Any forbearance by COUNTY in exercising any right or remedy herein, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy.
- 37) **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.
- 38) **BINDING EFFECT.** This AGREEMENT, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns. All covenants and agreements of SUBRECIPIENT shall be joint and several.
- 39) **NO THIRD-PARTY BENEFICIARIES.** The Parties to this AGREEMENT acknowledge and agree that the provisions of this AGREEMENT are for the sole benefit of COUNTY and SUBRECIPIENT, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.
- 40) **FURTHER ASSURANCES.** The SUBRECIPIENT shall execute any further documents consistent with the terms of this AGREEMENT, including documents in recordable form, as the COUNTY may from time to time find necessary or appropriate to effectuate its purposes in entering into this

AGREEMENT.

- 41) **MINISTERIAL ACTS.** The COUNTY Officer charged with the responsibility of administering and implementing the HEAP agreements, is authorized to take such ministerial actions as may be necessary or appropriate to implement the terms, provisions, and conditions of this AGREEMENT.
- 42) **ENTIRE AGREEMENT.** It is expressly agreed that this AGREEMENT, including any attachments or exhibits hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto. Each of the attachments and exhibits attached hereto is incorporated herein by this reference.
- 43) **SEVERABILITY.** Each paragraph and provision of this AGREEMENT is severable from each other provision, and in the event any provision in this AGREEMENT, or part thereof, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
- 44) **MODIFICATIONS OR AMENDMENTS.** This AGREEMENT shall be modified or amended only by a written amendment signed by the duly authorized and empowered representatives of both the COUNTY and SUBRECIPIENT.
- 45) **AUTHORITY TO EXECUTE.** The persons executing this AGREEMENT on behalf of the Parties to this AGREEMENT hereby warrant and represent that they have the authority to execute this AGREEMENT and that they have the authority to bind the respective Parties to this AGREEMENT.
- 46) **COUNTERPARTS/ELECTRONIC SIGNATURES.** This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Each Party agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§1633.1 to 1633.17), for executing this document. The Parties further agree that the electronic signatures of the Parties included in this AGREEMENT are intended to authenticate this writing and to have the same force and effect as manual signatures. If this AGREEMENT is executed in counterparts, no signatory hereto shall be bound until both the Parties

have fully executed a counterpart of this AGREEMENT. The Parties shall be entitled to sign and transmit an electronic signature of this AGREEMENT (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed AGREEMENT upon request.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, SUBRECIPIENT and COUNTY have executed this AGREEMENT
as of the date last set forth below.

(COUNTY)

COUNTY OF RIVERSIDE

(SUBRECIPIENT)

CITY OF RIVERSIDE

By: _____

Name: Heidi Marshall

Title: Director of HHPWS

Date: _____

By: _____

Name: Al Zelinka

Title: City Manager

Date: _____

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

APPROVED AS TO FORM:

By: _____

Name: Lisa Sanchez

Title: Deputy County Counsel

Date: _____

By: _____

Name: Lauren Sanchez

Title: Deputy City Attorney

Date: _____

EXHIBITS

- EXHIBIT "A" LINE ITEM BUDGET
- EXHIBIT "B" SCOPE OF WORK AND SCHEDULE OF PERFORMANCE
- EXHIBIT "C" BRIDGE HOUSING FLOOR PLAN
- EXHIBIT "D" ASSURANCE OF COMPLIANCE
- EXHIBIT "E" SUBRECIPIENT PAYMENT REQUEST - 2076A & 2076B
- EXHIBIT "F" COVENANT AGREEMENT (Incorporated by reference)

EXHIBIT "A"
LINE ITEM BUDGET

LINE ITEM	DESCRIPTION	HEAP GRANT AMOUNT	SUBRECIPIENT'S CONTRIBUTION (SUBRECIPIENTS CDBG FUNDS)	TOTAL
CONSTRUCTION COSTS (INCL. BUILDING RENOVATION, SITE IMPROVEMENTS, MECHANICAL/ PLUMBING, ARCH. ENGINEERING, CONSTRUCTION CONTINGENCY), INFRASTRUCTURE IMPROVEMENTS	Costs for all construction activities listed in Exhibit "B" - Scope of Work and Schedule of Performance, including architectural/ engineering costs and infrastructure improvements	\$861,075.00	\$42,827.00	\$903,902.00
TOTAL		\$861,075.00	\$42,827.00	\$903,902.00

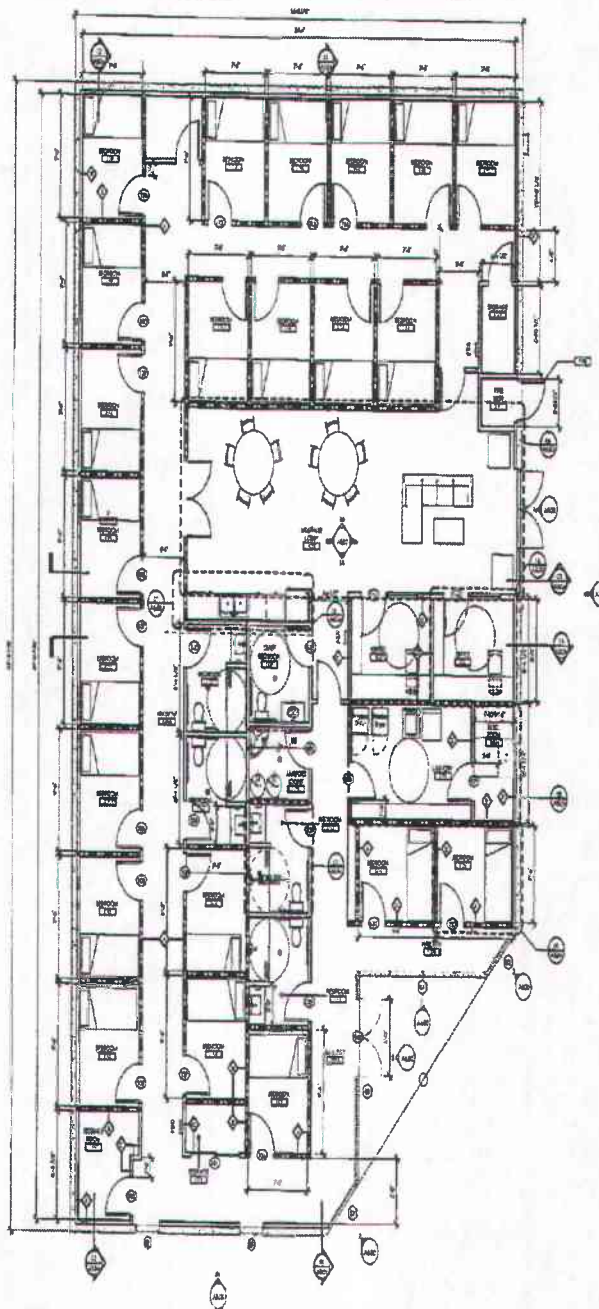
EXHIBIT "B"**SCOPE OF WORK AND SCHEDULE OF PERFORMANCE**

SUBRECIPIENT shall rehabilitate a 4,424 Sq. Ft. semi vacant building at 2881 Hulen Place located in the Hulen Services Campus in Riverside to support the development of a 23-bed bridge housing facility to provide semi-private quarters (pod style) that will support privacy; and reduce the risk and spread of COVID-19. The floor plan is attached herein as Exhibit "C". Any deviation from the timeline below during the construction phase must be reported to the COUNTY.

Activity	Completion Dates
BUILDING RENOVATIONS	
Pre-Construction – Contract signed, file for permits. <i>SUBRECIPIENT shall obtain and pay for all necessary permits and licenses relative to the project.</i>	No later than June 1, 2020
Demolition/Rehabilitation	
Build out vacant building and rehabilitate the existing rooms.	No later than May 31, 2021
Reconfigure layout to include interior walls, framing, drywall, ceiling, flooring and painting	No later than May 31, 2021
Repair exterior/interior surfaces to include concrete and masonry work	No later than May 31, 2021
Tenant Improvements/Remodel	
Cordon off area for men's and women's separate dorms	No later than March 1, 2021
Remodel 2 restrooms (Men & Women) & shower facilities laundry area, small office space)	No later than April 30, 2021
Upgrade small kitchen	No later than April 30, 2021
Upgrade laundry facility	No later than April 30, 2021
Remodel small office	No later than March 31, 2021
Renovate existing flooring, ceiling, paint, windows, doors, and drywall in in rooms and dormitories	No later than May 31, 2021
SITE IMPROVEMENTS	

Doors, Windows and Site Furnishings	No later than May 31, 2021
Deliver furniture such as beds, mattresses, dressers, storage areas, etc., in rooms and dormitories	No later than May 31, 2021
MECHANICAL/PLUMBING	
Modernize fire suppression system, air handling systems, ventilation rates	No later than May 31, 2021
Upgrade HVAC to maintain a healthful and comfortable indoor air environment for all personnel in the dormitories	No later than May 31, 2021
Infrastructure improvements (e.g., gas and sewer)	No later than May 31, 2021
Electrical	
Install all necessary light fixtures, electrical outlets, and ceiling fans in rooms and dormitories.	No later than May 31, 2021
Submit Actual Final Project Cost and Completion Report	Final Disbursement of Funding - No later than June 30, 2021
Submit Supportive Service Plan	No later than April 1, 2021
Receive Occupancy	No later than June 30, 2021

EXHIBIT "C" BRIDGE HOUSING FLOOR PLAN



- LEGEND**
- 1. ROOMS TO BE REMOVED - SHOWN WITH DASHED LINES
 - 2. ROOMS TO BE ADDED - SHOWN WITH SOLID LINES
 - 3. ROOMS TO BE RECONFIGURED - SHOWN WITH DOTTED LINES
 - 4. ROOMS TO BE RENOVATED - SHOWN WITH STIPPLED LINES
 - 5. ROOMS TO BE DEMOLISHED - SHOWN WITH CROSS-HATCHED LINES
 - 6. ROOMS TO BE RELOCATED - SHOWN WITH ARROWS
 - 7. ROOMS TO BE EXPANDED - SHOWN WITH EXTENDED LINES
 - 8. ROOMS TO BE CONTRACTED - SHOWN WITH INSET LINES
 - 9. ROOMS TO BE REFINISHED - SHOWN WITH Wavy LINES
 - 10. ROOMS TO BE REPAIRED - SHOWN WITH Dotted LINES
 - 11. ROOMS TO BE REWired - SHOWN WITH Dashed LINES
 - 12. ROOMS TO BE REHEAVED - SHOWN WITH Solid LINES
 - 13. ROOMS TO BE RECONSTRUCTED - SHOWN WITH Cross-Hatched LINES
 - 14. ROOMS TO BE REDEMOLISHED - SHOWN WITH Stippled LINES
 - 15. ROOMS TO BE REDESIGNED - SHOWN WITH Dotted LINES

- NOTES**
1. ALL ROOMS TO BE REMOVED OR RELOCATED SHALL BE REMOVED OR RELOCATED PRIOR TO THE START OF CONSTRUCTION.
 2. ALL ROOMS TO BE ADDED SHALL BE ADDED PRIOR TO THE START OF CONSTRUCTION.
 3. ALL ROOMS TO BE RECONFIGURED SHALL BE RECONFIGURED PRIOR TO THE START OF CONSTRUCTION.
 4. ALL ROOMS TO BE RENOVATED SHALL BE RENOVATED PRIOR TO THE START OF CONSTRUCTION.
 5. ALL ROOMS TO BE DEMOLISHED SHALL BE DEMOLISHED PRIOR TO THE START OF CONSTRUCTION.
 6. ALL ROOMS TO BE RELOCATED SHALL BE RELOCATED PRIOR TO THE START OF CONSTRUCTION.
 7. ALL ROOMS TO BE EXPANDED SHALL BE EXPANDED PRIOR TO THE START OF CONSTRUCTION.
 8. ALL ROOMS TO BE CONTRACTED SHALL BE CONTRACTED PRIOR TO THE START OF CONSTRUCTION.
 9. ALL ROOMS TO BE REFINISHED SHALL BE REFINISHED PRIOR TO THE START OF CONSTRUCTION.
 10. ALL ROOMS TO BE REPAIRED SHALL BE REPAIRED PRIOR TO THE START OF CONSTRUCTION.
 11. ALL ROOMS TO BE REWired SHALL BE REWired PRIOR TO THE START OF CONSTRUCTION.
 12. ALL ROOMS TO BE REHEAVED SHALL BE REHEAVED PRIOR TO THE START OF CONSTRUCTION.
 13. ALL ROOMS TO BE RECONSTRUCTED SHALL BE RECONSTRUCTED PRIOR TO THE START OF CONSTRUCTION.
 14. ALL ROOMS TO BE REDEMOLISHED SHALL BE REDEMOLISHED PRIOR TO THE START OF CONSTRUCTION.
 15. ALL ROOMS TO BE REDESIGNED SHALL BE REDESIGNED PRIOR TO THE START OF CONSTRUCTION.

CONSTRUCTION

1. ALL ROOMS TO BE REMOVED OR RELOCATED SHALL BE REMOVED OR RELOCATED PRIOR TO THE START OF CONSTRUCTION.

REVISIONS

arclogica

ARCHITECTURAL FIRM

10000 10TH AVENUE, SUITE 100
DENVER, CO 80202

TEL: 303.733.1000
FAX: 303.733.1001
WWW.ARCLOGICA.COM

Nelson Bridge Housing

2000 N. HALEN PLACE
REVERSH, CA 94557

Architect: Nelson Bridge Housing
Owner: City of Berkeley

Scale: 1/8" = 1'-0"

Sheet: A2.02

EXHIBIT "D"

ASSURANCE OF COMPLIANCE

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

City of Riverside
NAME OF ORGANIZATION

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

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

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

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

Date

3900 Main Street
Riverside, CA 92501

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

SUBRECIPIENT's Authorized Signature

CR50-Vendor Assurance of Compliance

EXHIBIT "E"

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:

☐ 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

2076A (8/03) SUBRECIPIENT 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

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.

EXHIBIT "F"
COVENANT AGREEMENT

(Incorporated by Reference)

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

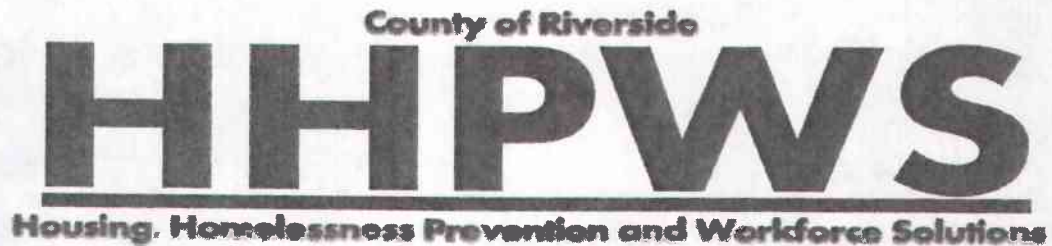
and

Coachella Valley Association of Governments

**First Amended and Restated Subrecipient Agreement for the 2018
Homeless Emergency Aid Program (HEAP)**

Supportive Services Only - Navigation Center Operations Project

DPSS-0001233



**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.**

JUN 08 2021 3.20

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List of Schedules

Schedule A – Payment Provisions

Schedule B – Scope of Services

List of Attachments

Attachment I – Assurance of Compliance

Attachment II – 2076A and 2076B

Attachment III – Supporting Documentation

Attachment IV – HEAP Time/Activity Report

This First Amended and Restated 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 Coachella Valley Association of Governments, a joint powers authority, (herein referred to as "SUBRECIPIENT") and the County of Riverside, a political subdivision of the State of California, on behalf of its Housing, Homelessness, Prevention and Workforce Solutions (herein referred to as "COUNTY").

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

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

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

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

WHEREAS, the COUNTY and SUBRECIPIENT previously entered into that certain Subrecipient Agreement for the Homeless Emergency Aid Program, DPSS-0001233, effective January 1, 2020, 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; herein referred to as "Original Agreement"); and,

WHEREAS, the COUNTY and SUBRECIPIENT now desire to amend and restate the Original Agreement to increase the Maximum Reimbursable Amount by \$97,000, adjust the budget line items as set forth in Schedule A – Payment Provisions, and to update certain other terms and conditions; and,

WHEREAS, upon the effectiveness of this Agreement, the Original Agreement shall be superseded and replaced in its entirety as provided for herein;

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 Coachella Valley Association of Governments including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and Coachella Valley Association of Governments (CVAG) are used interchangeably in this Agreement.

S. "Target Population" means any person who is Homeless as defined in this Agreement.

2. DESCRIPTION OF SERVICES

A. SUBRECIPIENT shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services, attached hereto and incorporated herein by this reference.

B. SUBRECIPIENT represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. SUBRECIPIENT shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

C. SUBRECIPIENT affirms that it is fully apprised of all of the work to be performed under this Agreement and SUBRECIPIENT agrees it can properly perform this work at the prices stated in Schedule A. SUBRECIPIENT is not to perform services or provide products outside of this Agreement.

D. Acceptance by COUNTY of the SUBRECIPIENT's performance under this Agreement does not operate as a release of SUBRECIPIENT's responsibility for full compliance with the terms of this Agreement.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective on January 1, 2020 ("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 (WIC) Section 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.

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 section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

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

29. PERSONNEL

- A. Upon request by COUNTY, SUBRECIPIENT agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:
 - (1) All staff who work full or part-time positions by title, including volunteer positions;
 - (2) A brief description of the functions of each position and hours each position worked; and
 - (3) The professional degree, if applicable and experience required for each position.
- B. COUNTY has the sole discretion to approve or not approve any person on the SUBRECIPIENT's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. COUNTY shall notify SUBRECIPIENT in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, SUBRECIPIENT shall immediately remove that person from providing services under this Agreement.
- C. Background Checks
 SUBRECIPIENT shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to clients, SUBRECIPIENT shall have received a criminal records 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 10th Street, Suite 300
Riverside CA, 92501

SUBRECIPIENT:

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

39. SIGNED IN COUNTERPARTS

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

40. MODIFICATION OF TERMS

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

41. ENTIRE AGREEMENT

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

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

Authorized Signature for SUBRECIPIENT:	Authorized Signature for COUNTY:
Printed Name of Person Signing: Tom Kirk	Printed Name of Person Signing: Carrie Harmon
Title: Executive Officer	Title: Assistant Director Housing, Homelessness Prevention and Workforce Solutions
Date Signed:	Date Signed:

Schedule A
Payment Provisions

A.1 MAXIMUM REIMBURSABLE AMOUNT

SUBRECIPIENT shall be reimbursed by COUNTY, in an amount not to exceed \$297,000.00. Said funds shall be spent according to the line item budget below:

BUDGET CATEGORY	DESCRIPTION OF SERVICES	COST
CVAG Housing First Supportive Services/Homeless Access Center		
Staff	Salaries/benefit costs for employees providing services to clients including but not limited to staff providing programs, outreach, referrals, case management, leadership, operational, data entry and reporting activities.	\$181,762.98
Supportive Services / Program Operations	Supportive services delivered through the Homeless Access Center program may include food assistance, laundry assistance, transportation to access services or housing, etc. Program operations includes operational overhead such as phones, utilities, computers, transportation/reimbursement, office supplies, HMIS, etc.; and supplies required for cleaning and sterilizing access center, vehicles, and purchase of PPE due to COVID-19	\$115,237.02
TOTAL		\$297,000.00

The table above may be changed (without changing the Total amount) with written approval from HHPWS.

A.2 METHOD, TIME, AND CONDITIONS OF PAYMENT

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

A.3 INELIGIBLE COSTS

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

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

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

A.4 ADMINISTRATIVE COSTS

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

A.5 EXPENDITURE OF FUNDS

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

A.6 ADVANCES

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

SUBRECIPIENT shall place the advance in an interest-bearing account. All proceeds from the interest-bearing account established by the SUBRECIPIENT for the deposit of HEAP funds, along

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

A.7 BUDGET AMENDMENTS

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

A.8 WITHHELD PAYMENTS

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

A.9 REPROGRAMMING OF HEAP FUNDS

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

A.10 FISCAL ACCOUNTABILITY

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

Schedule B
Scope of Services

B.1 APPLICATION

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

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

B.2 SCOPE OF SERVICES

A. Primary Objectives

SUBRECIPIENT shall:

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

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

B. Target Population

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

C. Service Area

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

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

D. The Homeless Access Center (HAC) Operations

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

- fully supports use of the facility for this purpose and will remain an active partner in its implementation.
2. The services delivered through the HAC will be coupled with offsite street and encampment outreach and operate in direct connection with the 100 Familiar Faces Bridge Housing Pilot Project.
 - a. HAC is projected to operate for the term of this grant, primarily during the day, with set hours to be determined.
 - b. The term and hours shall be revised based on need and available resources.
 - c. Clients shall be accepted on a referral or walk-in basis, offered immediate relief, such as showers or clean clothes, and offered an opportunity to engage in supportive services and linkages to housing.
 - d. Staff based at the Homeless Access Center shall include a 1 full-time lead coordinator, 1 full-time support staff for the lead coordinator, and 3 part-time staff to conduct street outreach, data entry, and other functions as assigned.
 - e. Staff shall be co-located with staff working on the Bridge Housing Pilot Project, as well as representatives from other service providers, which will make it easier to link services quickly and cultivate the kind of true collective impact collaboration needed to successfully address the complexities of homelessness.
 - f. The HAC shall also host regular planning meetings involving public safety officers, first responders, outreach workers, and service providers to identify the CV100 – region's most vulnerable chronically homeless individuals.
 3. The HAC Supportive Services program model shall provide the following offsite and onsite supportive services.
 - a. Immediate needs (food/water, restrooms, showers, toiletries, clean clothes, free ID vouchers) for unsheltered homeless individuals.
 - b. HAC Supportive Services program model shall be flexible and responsive to the needs of the unsheltered homeless population who are most affected by extreme weather conditions. Depending on the need, should an extreme weather condition arise, the HAC shall post extended hours of service and notify COUNTY and city partners.
 - c. Diversion and problem-solving with those individuals who are not homeless. HAC Workers shall be trained in Diversion Conversational Techniques (DCT) for use on the phone and in person. These DCT's will provide active listening, emotional availability, and ask open-ended questions.
 - d. Unsheltered homeless and non-homeless shall be offered onsite online sign-ups for appropriate needed services (Medi-Cal, CalFresh, CalWORKS/GAIN/Cash Aid Program, and General Assistance). Work Force Development (WFD) Employment assistance and job training skills will be offered as well.

- e. Unsheltered homeless individuals shall be offered emergent service referrals (medical, mental health, substance abuse, legal) and especially for special high-need populations (seniors, domestic violence victims, veterans, LGBTQ, youth, and families).
- f. Unsheltered homeless individuals shall be informed, offered, and referred to service providers for housing:
 - o *Housing Disability Advocacy Program (HDAP).*
 - o *CalWORKS Housing Support Program (HSP).*
 - o *Adult Protective Services (APS).*
 - o *Probation, Whole Person Care.*
 - o *Riverside County Housing Authority (RCHA).*
 - o *Riverside University Behavioral Health System (RUBHS).*
 - o *Senior Low Income Housing.*
 - o *County Housing Locators.*
- g. Housing assessments, documentation, and monitoring participants progress with the CES.

E. Outreach
SUBRECIPIENT shall:

- a. Regularly conduct field outreach, partnered with public safety officers, to engage unsheltered chronically homeless individuals.
- b. Accept referrals from public safety officers and others, and become a much-needed access point in western Coachella Valley. Referrals shall be taken on an on- call basis outside of regular operating hours.
- c. Engage a minimum of 650 unduplicated unsheltered individuals; provide a minimum of 25,000 services to unsheltered homeless individuals (immediate relief; excessive weather relief) for 30 - 60 days, with the possibility of an additional 30 days if needed and documented.
- d. Make a minimum of 75 emergent service referrals (medical, mental health, substance abuse).
- e. Make a minimum of 75 self-sufficiency referrals (Medi-Cal, CalFresh, CalWORKS, GAIN, Cash Aid, General Assistance, and workforce development).
- f. Make a minimum of 50 legal services referrals and CVCORP applications.
- g. Assist a minimum of 50 unduplicated individuals with low or no-cost interventions.

F. Intake and Assessment

- 1. SUBRECIPIENT shall assist each Homeless person individually and provide essential services which will get Homeless individuals and families off the street and into more stable housing. Consistent with 24 CFR 576.101, Street Outreach Component, these activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs such as providing food, blankets,

clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to Homeless individuals, mainstream services and housing programs, including Emergency Shelters.

2. SUBRECIPIENT shall complete a comprehensive intake/individualized assessment to identify the Homeless individual's needs and barriers to obtaining employment/income and housing.
3. SUBRECIPIENT shall develop a personalized individual service plan to connect unsheltered homeless individuals with bridge housing/permanent solutions as part of the 100 Familiar Faces Pilot Project, which seeks to place a minimum of 150 unsheltered homeless individuals in sustainable housing solutions.

G. Comprehensive Wrap-Around Case Management Services:
SUBRECIPIENT shall:

- a. Work in conjunction with supportive services provided through the HAC to provide case management and implement programming that supports clients in gathering and obtaining documentation required to maximize their individual resources and support their transition into permanent housing (i.e. Medical, SSI, SNAP, Personal identification, restraining orders, etc.).
- b. Provide supportive services by case managers and regional service providers as clients progress toward permanent housing (i.e. recovery programs, behavioral health resources, domestic violence counseling, employment training, etc.).
- c. Provide housing support based on individual needs which includes, coordinating and monitoring the delivery of individualized services that support job searching, budgeting and managing time, obtaining resources and treatment for substance abuse, and mental and physical health issues.
- d. Engage the community and its resources to local food pantries, community clothing closets, faith-based organizations, and other resource centers to supplement the individuals' access to resources that support everyday life.
- e. Expand collaboration with local Community Based Organizations and COUNTY resources that provide key resources and services for homeless individuals; leverage existing community resources to maximize opportunities available to each client.
- f. Teach problem solving and coping skills to ensure self-sufficiency on how to clean/maintain an apartment, shop for groceries on a limited budget, prepare and cook healthy meals, request maintenance on a rental unit, budget household finances, and pay their rent portion on time.
- g. Provide employment support services through the Employment Pipeline Program which includes individualized assessments, workshops, mock interviews, applications, resume preparation, job search and job placement support.

- h. Provide life-skill workshops, group counseling, and Wellness Recovery Action Planning (WRAP). Participants shall receive all necessary materials that enhance their knowledge and skills.
- i. Consult with Riverside University Health System (RUHS) - Behavioral Health to identify beds for 90-day recovery.
- j. Provide participants with an Outreach Navigator to obtain permanent support housing.
- k. Provide and consult with local resources to secure domestic violence services.
- m. Provide and consult with local resources to access Federally Qualified Health Center (FQHC)

B.3 HOMELESS MANAGEMENT INFORMATION SYSTEM

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

- 1. Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, data collection, and entering required client data on a regular and timely basis.
- 2. COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant SUBRECIPIENT access to use the HMIS software for the term of this Agreement.
- 3. SUBRECIPIENT shall ensure that employees using HMIS for client intake capture all required data fields, as set forth in the County of Riverside Continuum of Care HMIS 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/HomelessManagementInformationSystem/tabid/237/Default.aspx>
- 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 BCSH.

- B. Information needed for reporting purposes include but are not limited to the items listed below. 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 to HHPWS 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**

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
NAME OF SUBRECIPIENT

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

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

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

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

Date

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

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

SUBRECIPIENT'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 _____

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***. DHHPWS must be able to tie your request to the amounts claimed. Costs can only be reimbursed if they have been included in the original application/budget.

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

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

CLAIM DOCUMENTATION REQUIRED BY HHPWS

HOUSING	
•	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)
STAFF	
•	Time Sheet
•	Time/Activity Report
•	Pay Stub or Payroll Report
EXPENSES	
•	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)																																0.00		
STAFF (CESH Only)																																		
CESH Activities (Non-Admin)																																		
Total CESH (Non-Admin)																																0.00		
ADMIN STAFF (HEAP Only)																																		
HEAP Admin																																0.00		
Total HEAP ADMIN																																0.00		
ADMIN STAFF (CESH Only)																																		
CESH Admin																																0.00		
Total CESH ADMIN																																0.00		
NON-PROJECT (Time not worked on HEAP/CESH)																																		
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	0.00	0.00	Checkpoint

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

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

Employee Signature

Date

Supervisor Signature

Date