

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



**ITEM: 3.17  
(ID # 15023)**

**MEETING DATE:**  
Tuesday, October 19, 2021

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

**SUBJECT:** HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS (HHPWS): Ratify and Approve Agreements with Path of Life Ministries, Valley Restart Shelter, and Coachella Valley Rescue Mission for Emergency Shelter Services, and Coachella Valley Association of Governments for West Valley Navigation Program Services. All Districts [Total Cost \$5,448,555; Annual cost \$1,089,711; up to \$544,855.50 in additional compensation] 100% General Fund

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

1. Ratify and Approve Agreement #HHPWSCoC-0000047 with Path of Life Ministries (POLM), substantially conforming in form and substance to the attached agreement (Attachment A), exempt from competitive bidding per Ordinance 459, for emergency shelter services for one year in the annual amount of \$400,000 with the option to renew for four additional one-year periods for a total of \$2,000,000 through June 30, 2026;
2. Ratify and Approve Agreement #HHPWSCoC-0000048 with Valley Restart Shelter (VRS), substantially conforming in form and substance to the attached agreement (Attachment B), exempt from competitive bidding per Ordinance 459, for emergency shelter services for one year in the annual amount of \$200,000 with the option to renew for four additional one-year periods for a total of \$1,000,000 through June 30, 2026;

Continued on page 2

**ACTION:Policy**

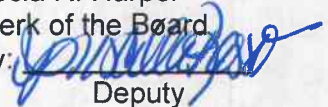
  
Heidi Marshall, Director 9/30/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: October 19, 2021  
xc: HHPWS

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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STATE OF CALIFORNIA**

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

3. Ratify and Approve Agreement #HHPWSCoC-0000049 with Coachella Valley Association of Governments (CVAG), substantially conforming in form and substance to the attached agreement (Attachment C), exempt from competitive bidding per Ordinance 459, for West Valley Navigation services for one year in the annual amount of \$359,711 with the option to renew for four additional one-year periods for a total of \$1,798,555 through June 30, 2026;
4. Ratify and Approve Agreement #HHPWSCoC-0000050 with Coachella Valley Rescue Mission, substantially conforming in form and substance to the attached agreement (Attachment D), exempt from competitive bidding per Ordinance 459, for emergency shelter services for one year in the annual amount of \$130,000 with the option to renew for four additional one-year periods for a total of \$650,000 through June 30, 2026;
5. Authorize the Director of Housing, Homelessness Prevention and Workforce Solutions to execute Agreement #HHPWSCoC-0000047 with POLM, #HHPWSCoC-0000048 with VRS, #HHPWSCoC-0000049 with CVAG, and #HHPWSCoC-0000050 with CVRM, effective July 1, 2021 through June 30, 2026, based on the availability of fiscal funding and as approved as to form by County Counsel;
6. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: a) sign amendments that exercise the options of the agreements including modifications to the scope of services that stay within the intent of the agreement; b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total aggregate cost of the agreements.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$1,089,711	\$1,089,711	\$5,448,555	\$ 0
<b>NET COUNTY COST</b>	\$1,089,711	\$1,089,711	\$5,448,555	\$ 0
<b>SOURCE OF FUNDS:</b> 100% General Funds			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	21/22 – 25/26

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

**BACKGROUND:**

**Summary**

The County has collaborated with the countywide Continuum of Care (CoC) to aid homeless persons in Riverside County by organizing and delivering supportive social services, including housing options to meet the specific needs of individuals and families experiencing homelessness through contacts with local homeless shelter providers. The County currently holds contracts with Valley Restart Shelter (VRS), Path of Life Ministries (POLM) and Coachella

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Valley Rescue Mission (CVRM) for emergency shelter services, and Coachella Valley Association of Governments (CVAG) for West Valley Navigation Program services.

**Valley Restart Shelter**

VRS provides emergency shelter and supportive services to individuals and families experiencing homelessness in the Hemet/San Jacinto Valley. VRS has thirty-five (35) beds for emergency housing services and provides morning and evening meals daily for an annual amount of \$200,000.00, with the option to auto renew for four additional one-year periods totaling \$1,000,000.00 and an additional 10% contingency not to exceed \$100,000.00 aggregate in additional compensation.

**Path of Life Ministries Year-Round Family Shelter**

POLM, a faith-based community non-profit organization located in Riverside, operates an emergency shelter that provides fifty (50) beds to families experiencing homelessness as well as morning and evening meals daily for an annual amount of \$400,000.00, with the option to auto-renew for four additional one-year periods totaling \$2,000,000.00 and an additional 10% contingency not to exceed \$200,000.00 aggregate in additional compensation.

**Coachella Valley Rescue Mission**

CVRM, a community non-profit organization located in the Coachella Valley, operates an emergency shelter that provides fourteen (14) beds to men, women and children who are homeless as well as providing morning and evening meals daily for an annual amount of \$130,000.00, with an option to auto-renew for four additional one-year periods totaling \$650,000.00 and an additional 10% contingency not to exceed \$65,000 aggregate in additional compensation.

**Coachella Valley Association of Government**

CVAG offers administrative support to the West Valley Navigation Program, which provides Homeless Prevention, Rapid Rehousing, Emergency Shelter and Diversion Services for an annual amount of \$359,711.00 with an option to auto renew for four additional one-year periods totaling \$1,798,555 with an additional 10% contingency not to exceed \$179,855.50 aggregate in additional compensation.

Our experience has been that these are the only agencies that are prepared and interested in providing these services. As a result, prior to releasing a Request for Proposal (RFP) for emergency shelter services in the eastern and western regions of the County, HHPWS conducted research as to potential shelter providers within the Continuum of Care to assess whether there would be any other agencies capable and interested in bidding for these services.

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**Impact on Residents and Businesses**

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

**Contract History and Price Reasonableness**


In accordance with Ordinance 459, these contracts are exempt from competitive bidding under Category II Exceptions: Shelter home contracts is listed as one of the activities that do not require the purchasing practice of bidding.

The County has contracted with VRS, POLM, CVRM and CVAG for Emergency Shelter services and West Valley Navigation Program Services. The County has provided these agencies with a minimum level of funding to support their year-round operation. Each agency relies on alternative funding sources to fully-support their operations.

**ATTACHMENTS:**

- Attachment A: Form Agreement #HHPWSCoC-0000047 – POLM
- Attachment B: Form Agreement #HHPWSCoC-0000048 – VRS
- Attachment C: Form Agreement #HHPWSCoC-0000049 – CVAG
- Attachment D: Form Agreement #HHPWSCoC-0000050 – CVRM

HM;CH;TT;cg.

  
Steven Atkeson 10/11/2021

  
Gregory H. Priamos, Director County Counsel 10/6/2021

HHPWSCoC-0000047

County of Riverside  
Department of Housing, Homelessness Prevention and Workforce Solutions  
3403 10<sup>TH</sup> St. Ste. 300  
Riverside, CA 92501

and

Path of Life Ministries

Emergency Shelter Program

HHPWSCoC-0000047

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



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.

OCT 19 2021 3.17

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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 – Forms 2076A and 2076B

Attachment III – Daily Sign-in Sheet

Attachment IV - Eligibility Certification Form

Attachment V - 2-1-1- Riverside County Community Services Directory, Agency Registration Form

Attachment VI-2-1-1- Riverside County Community Services Directory, Program Registration Form

This Agreement is made and entered into effective July 1, 2021 by and between Path of Life Ministries, a California nonprofit corporation (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing, Homelessness Prevention and Workforce Solutions (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS

- A. "Bed Night" refers to one bed per Client per night.
- B. "Budget Amendment" means any change affecting the overall total grant amount awarded that may or may not affect the scope of work.
- C. "Budget Modification" means any change on the dollar amounts of budget line items without any change on the overall total grant amount awarded of this agreement.
- D. "Case Management Services" refers to all of the following various categories of services:
- Mental Health
  - Substance Abuse
  - Housing
  - Employment
  - Children
  - Intake & Assessment
- E. "CES" refers to the Coordinated Entry System in the County of Riverside.
- F. "CoC" refers to the Riverside County Continuum of Care.
- G. "CoC CORE" refers to the HHPWS Coordination, Oversight, reporting and Evaluation Unit.
- H. "COUNTY" and/or "HHPWS" refers to the County of Riverside and its Department of Housing, Homelessness Prevention and Workforce Solutions Department, which has administrative responsibility for this Agreement. HHPWS and COUNTY are used interchangeably in this Agreement.
- I. "Critical Incident" refers to any event that jeopardizes the safety of Participants, staff or facilities. Events may include, but are not limited to, physical altercations, fires, mandated reportable events (e.g. child abuse), etc.
- J. "Crisis Stabilization Housing" or "CSH" refers to sites that will temporarily house homeless individuals & families providing them with intensive case management to assist them in moving into permanent housing (market rate, subsidized, etc.) as quickly as possible.
- K. "Emergency Shelter" refers to any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leased or occupancy agreements, as defined per 24 CFR 576.2.
- L. "HHPWS" refers to the Department of Housing, Homelessness Prevention and Workforce Solutions which has administrative responsibility for this Agreement; for purpose of this Agreement, "HHPWS" and "COUNTY" may be used interchangeably.

- M. "HMIS" refers to the Riverside County Homeless Management Information System.
- N. "Homeless" refers to homeless as defined in 24 CFR 576.2.
- O. "Participant(s)" refers to an individual(s) or family(ies) who is assisted under the Program.
- P. "Permanent Housing" refers to permanent housing and permanent supportive housing as defined in 24 CFR 578.3.
- Q. "CONTRACTOR" refer to Path of Life Ministries including its employees, agents, representatives, subcontractors and suppliers providing services under this Agreement.
- R. "SUBCONTRACTOR" refers to any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the CONTRACTOR or another SUBCONTRACTOR

2. DESCRIPTION OF SERVICES

CONTRACTOR shall provide all services as outlined and specified in Schedule B, Scope of Services, Attachment I – Assurance of Compliance, Attachment II – Forms 2076A, 2076B & Instructions, all of which are attached hereto and incorporated herein as referenced.

3. PERIOD OF PERFORMANCE

This Agreement is effective July 1, 2021 ("Effective Date") and continues in effect through June 30, 2022, with four (4) one-year renewal options unless terminated earlier. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter until the end of the period of performance. COUNTY and CONTRACTOR agree that all services provided to the Target Population are estimated to be, and shall be, fully performed on or before the expiration date of the Agreement, as needed by the parties with written approval from HHPWS.

4. COMPENSATION

COUNTY shall pay CONTRACTOR for services performed, products provided, or expenses incurred in accordance with Schedule A, "Payment Provisions." COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

HHPWS obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made.

6. TERMINATION FOR CONVENIENCE

A. COUNTY may terminate this Agreement without cause upon giving thirty (30) days written notice served on CONTRACTOR stating the extent and effective date of termination.

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

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



- C. After termination, COUNTY shall make payment only for CONTRACTOR'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 CONTRACTOR refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure, Cause shall include, but is not limited to:
  - (1) CONTRACTOR's failure to comply with the terms or conditions of this Agreement;
  - (2) Use of, or permitting the use of funds provided under this Agreement for any ineligible activities;
  - (3) Any failure to comply with the deadlines set forth in this Agreement;
  - (4) Violation on any federal or state laws or regulations; or
  - (5) Withdrawal of HCD'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 CONTRACTOR from applying for future funds;
  - (2) Revoke any other existing award(s) to the CONTRACTOR;
  - (3) Require the return of any unexpended funds disbursed under this Agreement;
  - (4) Require repayment of funds disbursed and expended under this Agreement;
  - (5) Require the immediate return to COUNTY of all funds derived from the use of 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 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, CONTRACTOR shall:
  - (1) Stop all work under this Agreement on the date specified in the notice of termination; and
  - (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which if the Agreement had been completed or continued, would be required to be furnished to COUNTY.
- D. 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 authorized representatives of the parties. Any waiver by COUNTY of any breach of any provision of the terms and conditions herein shall not be deemed, for any purpose, to be a waiver of any subsequent or other breach of the same or any other term of this Agreement. Failure of COUNTY to require exact, full and complete compliance with any term of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.
9. **OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL**  
 CONTRACTOR agrees that all materials, reports, or products, in any form including electronic, created by CONTRACTOR for which CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR/ CONFLICT OF INTEREST**
- A. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform the COUNTY of all CONTRACTOR's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.
  - B. CONTRACTOR shall not, under 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 CONTRACTOR is doing business or proposing to do business, in fulfilling this Agreement.
  - C. CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.
  - D. CONTRACTOR 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 CONTRACTOR performance through any combination of on-site visits, inspections, evaluations, and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items. CONTRACTOR shall establish sufficient procedures to self-monitor the

quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

- B. CONTRACTOR agrees that COUNTY, or their designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. CONTRACTOR agrees to provide COUNTY, or their designees, with any relevant information requested. CONTRACTOR agrees to permit COUNTY, 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 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), program guidance document published on the website, and this Agreement. CONTRACTOR 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 CONTRACTOR shall provide, at CONTRACTOR's own expense, a financial audit prepared by a certified public accountant. 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 CONTRACTOR 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 CONTRACTOR is responsible for the completion of audits and all costs of preparing audits.
  - (4) If there are audit findings, the CONTRACTOR 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. CONTRACTOR 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; 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. CONTRACTOR shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning person receiving services pursuant to this Agreement. CONTRACTOR shall ensure case records or personal information is kept confidential when it

identifies an individual by name, address, or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement. CONTRACTOR shall comply with Welfare and Institutions Code Section (WIC) 10850.

- C. CONTRACTOR shall take special precautions, including but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- D. CONTRACTOR shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

### 13. HOLD HARMLESS/INDEMNIFICATION

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

### 14. INSURANCE

- A. Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- C. CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- E. It is understood and agreed to by the parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- G. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to COUNTY.

- I. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.
15. **WORKER'S COMPENSATION**  
If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.
16. **VEHICLE LIABILITY**  
If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as Additional Insured.
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 CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.
18. **INDEPENDENT CONTRACTOR**  
The CONTRACTOR 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 CONTRACTOR (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 CONTRACTOR's employees from the compensation payable to CONTRACTOR under this Agreement. There shall be no employer-employee relationship between the parties and CONTRACTOR 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 CONTRACTOR 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.
19. **PROFESSIONAL LIABILITY**  
CONTRACTOR shall 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 CONTRACTOR shall 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 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.

20. USE BY POLITICAL ENTITIES

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

21. LICENSES AND PERMITS

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

22. NO DEBARMENT OR SUSPENSION

A. CONTRACTOR is not eligible to receive grant funds if CONTRACTOR is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

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

23. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

CONTRACTOR shall comply with all applicable state and federal laws, rules, regulations, requirements, and directives which impose duties and regulations upon COUNTY as though made with CONTRACTOR directly that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, federal, state, and local housing and building codes and any applicable COUNTY policies and procedures, including but not limited to:

a. County of Riverside Continuum of Care Written Standards:

<https://www.harivco.org/Portals/0/Documents/coc-written-standards-amended-82218.pdf?ver=2020-08-07-153345-780>

b. County of Riverside Continuum of Care Board of Governance Charter:

<https://www.harivco.org/Portals/0/Governance%20Charter%20Amended%2010-28-2021.pdf>

c. County of Riverside Continuum of Care Homeless Management Information System (HMIS) Charter:

<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>

In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

24. 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 requirements.
- B. CONTRACTOR 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 CONTRACTOR until it is corrected.

26. EMPLOYMENT PRACTICES

- A. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.
- B. CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement and, if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.
- D. By signing this Agreement or accepting funds under this Agreement, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

27. CHILD SUPPORT COMPLIANCE ACT

- A. The CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

28. DRUG FREE WORKPLACE CERTIFICATION

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

- (1) Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355 (a)(1).
- (2) Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. CONTRACTOR'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 CONTRACTOR'S drug-free policy statement; and,
  - b. Will agree to abide by terms of SUBREECIPIENT'S condition of employment or Subcontract.

27. PERSONNEL

A. Upon request by COUNTY, CONTRACTOR 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 Participants. 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 CONTRACTOR's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult Participants. COUNTY shall notify CONTRACTOR in writing of any person not approved, but to protect Participant confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification,

CONTRACTOR shall immediately remove that person from providing services under this Agreement.

C. Background Checks

CONTRACTOR shall conduct criminal background record checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Participants, CONTRACTOR shall have received a criminal record 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.
- F. In the event that SUBRECIPIENT enters into Subcontracts with subcontractors, as provided herein, SUBRECIPIENT shall Expend one hundred percent (100%) of funds by June 30, 2022.

## 31 LOBBYING

- A. CONTRACTOR certifies no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the underlying federal contract, grant, loan, or cooperative agreement, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. CONTRACTOR shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this Agreement and that all CONTRACTOR's subcontractors shall certify and disclose accordingly.

## 31. ADVERSE GOVERNMENT ACTION

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

## 32. SUPPLANTATION

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

## 33. ASSIGNMENT

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

## 34. FORCE MAJEURE

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

## 35. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court 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.

36. DISPUTES

- A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed diligently with the performance of this Agreement pending resolution of a dispute.
- B. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

37. ADMINISTRATIVE/CONTRACT LIAISON

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

38. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

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

B. Participant Complaints

CONTRACTOR 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 CONTRACTOR's personnel. CONTRACTOR 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:

Program Manager

Riverside County Department of Housing, Homelessness Prevention and Workforce Solutions  
3403 10<sup>th</sup> Street, Suite 300

Riverside CA. 92501

C. Services, Benefits and Facilities

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

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

D. Cultural Competency

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

39. NOTICES

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

COUNTY:

Department of Housing, Homelessness Prevention and Workforce Solutions  
3403 Tenth St. Ste. 300  
Riverside, CA 92501

CONTRACTOR:

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

40. SIGNED IN COUNTERPARTS

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

41. ELECTRONIC SIGNATURES (after SIGNED IN COUNTERPARTS)

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement 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 Agreement. 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. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

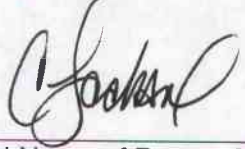
42. MODIFICATION OF TERMS

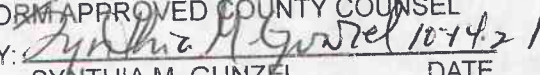
This Agreement may be modified only by a written amendment signed by authorized representatives of both parties.

43. ENTIRE AGREEMENT

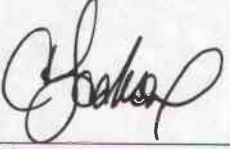
This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

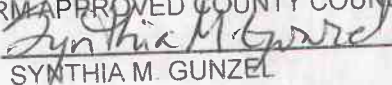
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

Authorized Signature for CONTRACTOR: 	Authorized Signature for COUNTY:
Printed Name of Person Signing: Casey Jackson	Printed Name of Person Signing: Heidi Marshall
Title: Int. CEO	Title: Director
Date Signed: 10-14-21	Date Signed:

FORM APPROVED COUNTY COUNSEL  
BY:  10-14-21  
SYNTHIA M. GUNZEL DATE

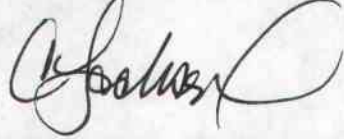
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

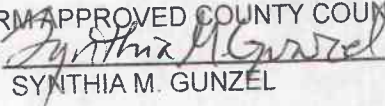
Authorized Signature for CONTRACTOR: 	Authorized Signature for COUNTY:
Printed Name of Person Signing: Casey Jackson	Printed Name of Person Signing: Heidi Marshall
Title: Int. CEO	Title: Director
Date Signed: 10-14-21	Date Signed:

FORM APPROVED COUNTY COUNSEL  
 BY:  10-14-21  
 SYNTHIA M. GUNZEL DATE



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

Authorized Signature for CONTRACTOR: 	Authorized Signature for COUNTY:
Printed Name of Person Signing: Casey Jackson	Printed Name of Person Signing: Heidi Marshall
Title: Int. CEO	Title: Director
Date Signed: 10-14-21	Date Signed:

FORM APPROVED COUNTY COUNSEL  
BY:  10-14-21  
SYNTHIA M. GUNZEL DATE

Schedule A  
Payment Provisions

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. CONTRACTOR shall be reimbursed by COUNTY, for an amount not to exceed \$400,000. Said funds shall be spent according to the Budget shown below.

Fiscal Year Period	Maximum Annual Reimbursement Amount
July 1, 2021 through June 30, 2022	\$400,000
July 1, 2022 through June 30, 2023	\$400,000
July 1, 2023 through June 30, 2024	\$400,000
July 1, 2024 through June 30, 2025	\$400,000
July 1, 2025 through June 30, 2026	\$400,000
<b>Total</b>	<b>\$2,000,000</b>

- b. COST OF SERVICE RATE

The CONTRACTOR shall be paid \$23.82 per bed for forty-six (46) beds (whether occupied or not) per day for the term of this Agreement.

- c. CONTRACTOR shall be reimbursed for eligible costs only. CONTRACTOR shall submit claims for reimbursement of eligible costs on a monthly basis no later than thirty (30) days after the end of each month in which the costs were incurred. Each claiming period shall consist of a calendar month.
- d. With each claim for reimbursement of eligible costs, CONTRACTOR shall submit:
  - 1. Forms 2076A and 2076B, examples of which are attached hereto as Attachment II and incorporated herein by this reference;
  - 2. The required supporting documentation set forth in Attachment II, Supporting Documentation Instructions, attached hereto and incorporated herein by this reference. If the required supporting documentation is not provided, COUNTY may delay payment until the documentation is received by COUNTY. 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.
- e. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days. COUNTY is the pass-thru agency for these funds. Once a claim is reviewed and approved, COUNTY shall submit a Request for Funds to the State. When the requested funds are received from the State, COUNTY shall remit payment to the CONTRACTOR. In total, this process can take 4-6 weeks.
- f. All Program funds shall be expended by the termination date of this Agreement

A.3 WITHHELD PAYMENTS

Payments to CONTRACTOR may be withheld by COUNTY if CONTRACTOR fails to comply with any provision of this Agreement.

A.4 DISALLOWANCE

If CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with this Agreement, CONTRACTOR shall be required to promptly reimburse these funds to COUNTY and shall be prohibited from submitting to COUNTY reimbursement requests for subsequent Program funds until COUNTY is fully reimbursed or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

If it is determined that a CONTRACTOR falsified any certification, RFP information, financial, or contract report, CONTRACTOR shall be required to reimburse the full amount of the Program award to COUNTY, and may be prohibited from any further participation in the Program. COUNTY may impose any other actions permitted under 24 CFR 576.501 (c).

#### A.5 FISCAL ACCOUNTABILITY

- a. CONTRACTOR agrees to manage funds received through COUNTY in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; and adhere to accounting standards established in 2 CFR Part 200.
- b. CONTRACTOR must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, CONTRACTOR must develop an accounting procedure manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.

#### A.6 BUDGET MODIFICATION, BUDGET AMENDMENT, AND OTHER AMENDMENT

CONTRACTOR is expected to implement the agreed services and activities and meet all performance and financial outcomes as planned and agreed in this agreement. CONTRACTOR shall make no changes to the budget without first obtaining written approval from the HHPWS. Any budget amendments must be requested by the CONTRACTOR in writing. In the event it is deemed necessary to conduct budget modification, budget amendment and/or any other amendment of this agreement, they are permissible with HHPWS written approval and best formally requested in writing at least six (6) months prior to the end of the Period of Performance.

1. Budget Modification, Budget Amendment and/or any other Amendment of Agreement for Convenience may be conducted based on mutual agreement between the COUNTY and CONTRACTOR and written approval from HHPWS with no negative effect for both parties under the authority of HHPWS.
2. Budget Modification, Budget Amendment and/or any other Amendment of Agreement for Cause may be conducted based on mutual agreement between the COUNTY and CONTRACTOR and written approval from HHPWS. Any Cause due to CONTRACTOR's inability to implement the agreed services and/or activities to meet all performance and financial outcomes as planned and agreed in this agreement will become Finding(s) in the monitoring/auditing process and lead to any related effects such as project scoring, evaluation, consideration for future funding opportunities.

#### A.7 FINAL REIMBURSEMENT

Unless approved by HHPWS in writing, all final requests for reimbursement of authorized expenditures under this Grant must be submitted to HHPWS no later than the expiration date of the Agreement.

Schedule B  
Scope of Services

## B.1 GENERAL REQUIREMENTS

CONTRACTOR shall adhere to all applicable provisions outlined in and CONTRACTOR shall cooperate with COUNTY in fulfilling its obligations under. In addition, CONTRACTOR shall:

- a. Be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. CONTRACTOR shall also provide Participant linkages to other sources of support. CONTRACTOR shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- b. Participate in and accept its Participant referrals from the CoC CES. The CES is a part of the Riverside County CoC's cohesive and integrated housing crisis response system with existing programs, bringing them together into a "no-wrong-door" system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals. CES participation is a federal and state requirement under HEARTH Act 2009, 24 CFR parts 91 and 576; 24 CFR 576.400(d); and 25 CCR Section 8409.
- c. Agree to participate in the HMIS.
  1. HMIS security policies and procedures, and entering required Participant 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 CONTRACTOR access to use the HMIS software for the term of this Agreement.
  3. CONTRACTOR shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside CoC HMIS Policies and Procedures Manual, which is located on the County of Riverside CoC website: <https://www.harivco.org/HomelessManagementInformationSystem/tabid/237/Default.aspx>.
  4. CONTRACTOR must maintain a valid HMIS End User Agreement on file with the COUNTY, which is located on the County of Riverside CoC website: <https://www.harivco.org/HomelessManagementInformationSystem/tabid/237/Default.aspx>.

## B.2 Emergency Shelter Services

## 1. Shelter

- a. Maintain forty-six (46) beds available for use as emergency shelter to families experiencing homelessness free of charge in the CONTRACTOR's Third Street shelter in Riverside, California. Customers shall be limited to a maximum stay of ninety (90) consecutive days or a limit of ninety (90) cumulative days within any consecutive six (6) month period. For up to twelve (12) beds, the CONTRACTOR will have the discretion to allow Customers to stay beyond the ninety (90) consecutive days or beyond the ninety (90) cumulative days in a consecutive six (6) month period based on need and for good cause, which must be documented and available for HHPWS' review.

- b. Make available for each Customer bed linens and towels for showering. Linens and towels shall be washed in hot water and laundry detergent no less than once a week and upon the Customer's exit from the shelter. "Hot water" is defined as 120 degrees Fahrenheit.
- c. Provide a sleeping space that is not less than two (2) feet in any direction from another Customer's sleeping space. Cots or beds with mattresses are preferable. Mats placed directly on the floor shall only be used as a bed of last resort. This condition may only be waived with prior HHPWS approval and proper documentation indicating compliance with applicable code and/or fire restrictions.

## 2. Meals

- a. Provide three (3) meals on site to all interested Customers on a daily basis. Drinking water shall be made available at all times. A copy of each week's menu shall be maintained on site by CONTRACTOR for HHPWS' review.
  - b. The morning meal shall include, at a minimum, hot and cold beverages and cereal or pastry.
  - c. The afternoon and evening meal shall include, at a minimum, hot and cold beverages, meat and/or pasta, and vegetables and/or fruit. Vegetarian options may be included to accommodate Customers.
3. Assist all interested Customers with referral or access to services such as health care, social services, employment services, mainstream benefit programs (e.g., General Relief; Social Security; Supplemental Security Income; the Women, Infants and Children Nutrition Program; etc.), vocational services, legal assistance, etc.
  4. Ensure that residents complete a daily sign-in sheet and intake, attached hereto and incorporated herein by this reference as **Attachment III**. The sign-in sheet includes the Customer's name, both printed and signature, and the last four (4) digits of their Social Security Number, if available. All documents must be completed legibly and maintained by the CONTRACTOR in accordance with Section IV.E, "Records, Inspections, and Audits."
  5. Ensure that no drugs, alcohol, or weapons are allowed on the premises.
  6. Maintain case files on each Customer that contains, at a minimum, detailed and legible case notes describing referrals made and progress gained during the Customer's stay at the shelter.
  7. Maintain written records on site of the following for HHPWS' review:
    - a. Monthly drills to facilitate the evacuation of the shelter in case of fire or natural disaster.
    - b. Weekly random safety checks to ensure weapons and contraband items are not in the shelter.
  8. Post shelter rules and guidelines in English and Spanish in a conspicuous place.
  9. Ensure that Customers do not loiter nor deposit their belongings outside the shelter or in the neighboring vicinity as to disturb neighbors or neighboring property.

10. Prohibit entry into the shelter when there is a reasonable suspicion that the Customer is intoxicated and/or under the influence of an illicit substance.
11. Clear all Customers through the California Sexual Offenders Registry, located on the California Office of the Attorney General website: (<http://www.meganslaw.ca.gov>).
12. Provide Case Management Services to Customers of the shelter on a weekly basis at a minimum. Participation in a case management plan shall be a condition for admission for the following shelter services:
  - a. For shelter residents, compliance with an agreed upon case management plan is required for continued residency at the shelter.
  - b. Perform an intake and an assessment of Customer's needs and assign each Customer to a case manager who shall, together with the Customer, develop specific, comprehensive, and individualized services plan leading to self-sufficiency. Additionally, the case manager shall refer the Customer to all necessary supportive services that are not provided on-site.
  - c. Provide and/or coordinate with other agencies that provide the following services that include, but are not limited to:
    - Benefits advocacy
    - Life skills counseling and life skills training
    - Education
    - Personal care and hygiene and showers
    - Physical and mental health treatment
    - Substance abuse counseling
    - Job readiness and job search
    - Referrals to other supportive service providers
  - d. Allow participants to receive mail at the site.
13. Adequately staff the facility to administer the program. No less than two (2) staff members shall be on any one work shift while Customers are inside the shelter. Staff shall be trained at least annually on emergency first aid.
14. Participate in the Homeless Management Information System (HMIS). Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, and entering required Customer data on a regular basis.

HHPWS retains the rights to the HMIS and case management software application used in the operations of this property. HHPWS grants the Project Sponsor an exclusive perpetual license to use the HMIS software for the term of this Agreement.
15. Ensure that employees using HMIS for Customer intake capture all required data fields, as set forth in the HMIS Policies and Procedures Manual, which is located on the HHPWS Coordination, Oversight, Reporting and Evaluation (CoC-CORE) website
16. Complete and maintain in each Customer's paper case file the Emergency Shelter Grant Program Homelessness Eligibility Certification Form, attached hereto as **Attachment IV** and incorporated herein by this reference.

17. Coordinate with local schools to facilitate children’s access to education.
18. Coordinate transportation to and from school for children of residents as necessary.
19. Participate in a program-effectiveness study should one be conducted.
20. Participate regularly in the Continuum of Care meetings.
21. Notify HHPWS, within a reasonable amount of time, of any Critical Incidents.
22. Notify HHPWS, in writing, if the number of beds and/or the “...quality of quantity...” of case management and supportive services is going to be altered anytime during the Agreement term. HHPWS must be notified of these changes at least thirty (30) days in advance of implementing changes or enhancements.
23. Register its agency and/or program, as funded by HHPWS, with 2-1-1 Riverside County, by faxing the 2-1-1 registration forms attached hereto as **Attachment V and VI**, respectively, and incorporated herein by these references, to (951) 686-7417. Registration is to take place at the time of execution of this Agreement, and updated on a quarterly basis, at minimum, if agency and/or program changes occur through the term of this Agreement.

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

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

24. Assist HHP&WS in obtaining Midyear and End of Year reporting information that may include, but not be limited to:
  - a. Total number of clients that received Social Security.
  - b. Total number of clients that received CalFresh benefits.
  - c. Total number of clients that attained employment.
  - d. Total number of clients that had an increase in income.

**B.3 REPORTING**

CONTRACTOR shall submit reports, as requested by COUNTY in order for COUNTY to comply with its reporting requirements set forth in Standard Agreement

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

Path of Life Ministries  
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; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

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

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

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

10-14-21  
Date

  
Director's Signature

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

CR50-Vendor Assurance of Compliance



COUNTY OF RIVERSIDE

**CONTRACTOR PAYMENT REQUEST**

To: Riverside County  
Department of Housing,  
Homelessness Prevention and  
Workforce Solutions  
3403 10<sup>th</sup> St. Ste 300  
Riverside, CA 92501

From: CONTRACTOR  
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)  
 Unit of Service Payment \$ \_\_\_\_\_  
# of Units) X (\$) \_\_\_\_\_  
# of Units) X (\$) \_\_\_\_\_  
# of Units) X (\$) \_\_\_\_\_

Actual Payment \$ \_\_\_\_\_  
(Same amount as 2076B if needed)  
# 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) \_\_\_\_\_  
Account (6) \_\_\_\_\_  
Fund (5) \_\_\_\_\_  
Dept ID (10) \_\_\_\_\_  
Program (5) \_\_\_\_\_  
Class (10) \_\_\_\_\_  
Project/Grant (15) \_\_\_\_\_  
Vendor Code (10) \_\_\_\_\_

Purchase Order # (10) \_\_\_\_\_ Invoice # \_\_\_\_\_  
Amount Authorized \_\_\_\_\_  
If amount authorized is different from amount request, please explain:  
\_\_\_\_\_  
Program (if applicable) \_\_\_\_\_ Date \_\_\_\_\_  
Management Reporting Unit \_\_\_\_\_ Date \_\_\_\_\_  
Contracts Administration Unit \_\_\_\_\_ Date \_\_\_\_\_  
General Accounting Section \_\_\_\_\_ Date \_\_\_\_\_

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

List each item as outlined in contract budget.

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
-----------------------	----------------	--------------

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include HHPWS 2076A, 2076B (if required), invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of HHPWS 2076A.  
[see method, time, and schedule/condition of payments].  
(Please type or print information on all HHPWS Forms.)

HHPWS 2076A  
CONTRACTOR PAYMENT REQUEST

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

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

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

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

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

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

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

"Authorized Signature, Title, and Date (CONTRACTOR's)  
Self-explanatory (required). Original Signature needed for payment.  
EVERYTHING BELOW THE THICK SOLID LINE IS FOR HHPWS USE ONLY AND SHOULD BE LEFT BLANK.

### Homeless Shelter Program

**SHELTER:**

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

	First Name	Last Name	Signature	Date of Birth	Last 4 digits of Social Security Number
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

Project Name: \_\_\_\_\_

File No: \_\_\_\_\_

**EMERGENCY SHELTER GRANT PROGRAM  
HOMELESSNESS ELIGIBILITY CERTIFICATION**  
Project Year \_\_\_\_\_

Please Print  
Name: \_\_\_\_\_

Address  
or Mailing Address: \_\_\_\_\_

City & State: \_\_\_\_\_ Zip \_\_\_\_\_

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

Homeless

or

Domestic Violence

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

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

**Single race category**

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

**Multi-race category**

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

4) **CERTIFICATION:**

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

Project Name: \_\_\_\_\_

File No: \_\_\_\_\_

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

**Nombre:** \_\_\_\_\_

**Direccion o la Dirección Postal:** \_\_\_\_\_

**Ciudad y Estado:** \_\_\_\_\_ **Codigo Postal:** \_\_\_\_\_

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

- Sin Hogar
- or
- Violencia doméstica

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

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

**Categoría de raza individual**

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

**Categoría de Multi-raza**

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

4) **BENEFICIARIO:**

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

Project Name: \_\_\_\_\_

File No. \_\_\_\_\_

## ESG Desk Guide Glossary

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

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

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

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



**Riverside County Community Services Directory**  
**AGENCY INFORMATION FORM**  
 Information on this form should pertain to the agency only.  
 Please use the Program Information form to add or change program details.

Agency Name: \_\_\_\_\_

List Aliases/ known abbreviations/ other names: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Confidential location:  Yes  No

Handicap accessible?  Yes  No

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Main Phone: \_\_\_\_\_ Alternative Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ TDD/TYY: \_\_\_\_\_

Hotline: \_\_\_\_\_ Other: \_\_\_\_\_

Website: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Legal Status**

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

**Tax Classification:**

Year of Incorporation: \_\_\_\_\_

Office Days and Hours: \_\_\_\_\_

Eligibility/ Target Population: \_\_\_\_\_

Agency Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Languages spoken other than English: \_\_\_\_\_

Agency Information  
 Page 1 of 2  
 Please complete both pages



Fees

- No Cost                       Low Cost                       Sliding Fee                       Donation
- Vary                                       Other \_\_\_\_\_

Method of Payment

- Medi-Cal                                       Cash                                       Credit Cards                       Personal Check

Personnel

Agency Director: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

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Submitted by: \_\_\_\_\_

Phone: \_\_\_\_\_

Date : \_\_\_\_\_



Volunteer Center of Riverside

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

Agency Information  
 Page 2 of 2  
 Please complete both pages

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



Riverside County Community Services Directory  
PROGRAM INFORMATION FORM

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

Agency Name: \_\_\_\_\_

Program Name: \_\_\_\_\_

List Aliases/ known abbreviations/ other names: \_\_\_\_\_

Program Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Confidential location:  Yes  No

Handicap accessible?  Yes  No

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Program Phone: \_\_\_\_\_ Alternative Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ TDD/TYY: \_\_\_\_\_

Hotline: \_\_\_\_\_ Other: \_\_\_\_\_

Website: \_\_\_\_\_

E-mail: \_\_\_\_\_

Program Days and Hours: \_\_\_\_\_

Program Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Eligibility/Target Population: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Intake/Application Procedure:

- Phone
- Appointment required
- Walk-in
- Referral needed
- Mail
- Other \_\_\_\_\_

Documents Required: \_\_\_\_\_

Areas Served: (Please indicate specific areas program services)

Regions

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

Cities: \_\_\_\_\_

Zip Codes: \_\_\_\_\_

Fees:

- No Cost
- Low Cost
- Sliding Fee
- Donation
- Vary
- Other \_\_\_\_\_

Method of Payment

- Medi-Cal
- Cash
- Credit Cards
- Personal Check

Languages spoken other than English: \_\_\_\_\_  
Personnel \_\_\_\_\_

Program Director: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Submitted by: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_



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

Program Information  
 Page 2 of 2  
 Please complete both pages

County of Riverside  
Department of Housing, Homelessness Prevention and Workforce Solutions  
3403 10<sup>TH</sup> St. Ste. 300  
Riverside, CA 92501

and

Coachella Valley Rescue Mission

Emergency Shelter Program

HHPWSCoC-0000050

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



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.

OCT 19 2021 3.17

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Attachment VI-2-1-1- Riverside County Community Services Directory, Program Registration Form

This Agreement is made and entered into effective July 1, 2021 by and between Coachella Valley Rescue Mission, a California nonprofit corporation (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing, Homelessness Prevention and Workforce Solutions (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS

- A. "Bed Night" refers to one bed per Client per night.
- B. "Budget Amendment" means any change affecting the overall total grant amount awarded that may or may not affect the scope of work,
- C. "Budget Modification" means any change on the dollar amounts of budget line items without any change on the overall total grant amount awarded of this agreement.
- D. "Case Management Services" refers to all of the following various categories of services:
- Mental Health
  - Substance Abuse
  - Housing
  - Employment
  - Children
  - Intake & Assessment
- E. "CES" refers to the Coordinated Entry System in the County of Riverside.
- F. "CoC" refers to the Riverside County Continuum of Care.
- G. "CoC CORE" refers to the HHPWS Coordination, Oversight, Reporting and Evaluation Unit.
- H. "COUNTY" and/or "HHPWS" refers to the County of Riverside and its Department of Housing, Homelessness Prevention and Workforce Solutions, which has administrative responsibility for this Agreement. HHPWS and COUNTY are used interchangeably in this Agreement.
- I. "Critical Incident" refers to any event that jeopardizes the safety of Participants, staff or facilities. Events may include, but are not limited to, physical altercations, fires, mandated reportable events (e.g. child abuse), etc.
- J. "Crisis Stabilization Housing" or "CSH" refers to sites that will temporarily house homeless individuals & families providing them with intensive case management to assist them in moving into permanent housing (market rate, subsidized, etc.) as quickly as possible.
- K. "Emergency Shelter" refers to any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leased or occupancy agreements, as defined per 24 CFR 576.2.
- L. "HHPWS" refers to the Department of Housing, Homelessness Prevention and Workforce Solutions which has administrative responsibility for this Agreement; for purpose of this Agreement, "HHPWS" and "COUNTY" may be used interchangeably.

- M. "HMIS" refers to the Riverside County Homeless Management Information System.
- N. "Homeless" refers to homeless as defined in 24 CFR 576.2.
- O. "Participant(s)" refers to an individual(s) or family(ies) who is assisted under the Program.
- P. "Permanent Housing" refers to permanent housing and permanent supportive housing as defined in 24 CFR 578.3.
- Q. "CONTRACTOR" refers to Coachella Valley Rescue Mission including its employees, agents, representatives, subcontractors and suppliers providing services under this Agreement.
- R. "SUBCONTRACTOR" refers to any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the CONTRACTOR or another SUBCONTRACTOR

2. DESCRIPTION OF SERVICES

CONTRACTOR shall provide all services as outlined and specified in Schedule B, Scope of Services, Attachment I – Assurance of Compliance, Attachment II – Forms 2076A, 2076B & Instructions, all of which are attached hereto and incorporated herein as referenced.

3. PERIOD OF PERFORMANCE

This Agreement is effective July 1, 2021 ("Effective Date") and continues in effect through June 30, 2022, with four (4) one-year renewal options unless terminated earlier. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter until the end of the period of performance. COUNTY and CONTRACTOR agree that all services provided to the Target Population are estimated to be, and shall be, fully performed on or before the expiration date of the Agreement, as needed by the parties with written approval from HHPWS.

4. COMPENSATION

COUNTY shall pay CONTRACTOR for services performed, products provided, or expenses incurred in accordance with Schedule A, "Payment Provisions." COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

HHPWS obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made.

6. TERMINATION FOR CONVENIENCE

A. COUNTY may terminate this Agreement without cause upon giving thirty (30) days written notice served on CONTRACTOR stating the extent and effective date of termination.

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

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

- C. After termination, COUNTY shall make payment only for CONTRACTOR'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 CONTRACTOR refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure, Cause shall include, but is not limited to:

- (1) CONTRACTOR's failure to comply with the terms or conditions of this Agreement;
- (2) Use of, or permitting the use of funds provided under this Agreement for any ineligible activities;
- (3) Any failure to comply with the deadlines set forth in this Agreement;
- (4) Violation on any federal or state laws or regulations; or
- (5) Withdrawal of HCD'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 CONTRACTOR from applying for future funds;
- (2) Revoke any other existing award(s) to the CONTRACTOR;
- (3) Require the return of any unexpended funds disbursed under this Agreement;
- (4) Require repayment of funds disbursed and expended under this Agreement;
- (5) Require the immediate return to COUNTY of all funds derived from the use of 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 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, CONTRACTOR shall:

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

D. 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 authorized representatives of the parties. Any waiver by COUNTY of any breach of any provision of the terms and conditions herein shall not be deemed, for any purpose, to be a waiver of any subsequent or other breach of the same or any other term of this Agreement. Failure of COUNTY to require exact, full and complete compliance with any term of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.

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

CONTRACTOR agrees that all materials, reports, or products, in any form including electronic, created by CONTRACTOR for which CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR/ CONFLICT OF INTEREST

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

B. CONTRACTOR shall not, under 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 CONTRACTOR is doing business or proposing to do business, in fulfilling this Agreement.

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

D. CONTRACTOR 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 CONTRACTOR performance through any combination of on-site visits, inspections, evaluations, and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items. CONTRACTOR shall establish sufficient procedures to self-monitor the

quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

- B. CONTRACTOR agrees that COUNTY, or their designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. CONTRACTOR agrees to provide COUNTY, or their designees, with any relevant information requested. CONTRACTOR agrees to permit COUNTY, 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 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), program guidance document published on the website, and this Agreement. CONTRACTOR 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 CONTRACTOR shall provide, at CONTRACTOR's own expense, a financial audit prepared by a certified public accountant. 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 CONTRACTOR 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 CONTRACTOR is responsible for the completion of audits and all costs of preparing audits.
- (4) If there are audit findings, the CONTRACTOR 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. CONTRACTOR 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; 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. CONTRACTOR shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning person receiving services pursuant to this Agreement. CONTRACTOR shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement. CONTRACTOR shall comply with Welfare and Institutions Code Section (WIC) 10850.
- C. CONTRACTOR shall take special precautions, including but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- D. CONTRACTOR shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. HOLD HARMLESS/INDEMNIFICATION

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

14. INSURANCE

- A. Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As

respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- C. CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- E. It is understood and agreed to by the parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

- G. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to COUNTY.
- I. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.
15. WORKER'S COMPENSATION  
If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.
16. VEHICLE LIABILITY  
If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as Additional Insured.
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 CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.
18. INDEPENDENT CONTRACTOR  
The CONTRACTOR 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 CONTRACTOR (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 CONTRACTOR's employees from the compensation payable to CONTRACTOR under this Agreement. There shall be no employer-employee relationship between the parties and CONTRACTOR 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 CONTRACTOR 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.
19. PROFESSIONAL LIABILITY

CONTRACTOR shall 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 CONTRACTOR shall 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 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.

20. USE BY POLITICAL ENTITIES

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

21. LICENSES AND PERMITS

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

22. NO DEBARMENT OR SUSPENSION

A. CONTRACTOR is not eligible to receive grant funds if CONTRACTOR is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

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

23. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

CONTRACTOR shall comply with all applicable state and federal laws, rules, regulations, requirements, and directives which impose duties and regulations upon COUNTY as though made with CONTRACTOR directly that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, federal, state, and local housing and building codes and any applicable COUNTY policies and procedures, including but not limited to:

a. County of Riverside Continuum of Care Written Standards:

<https://www.harivco.org/Portals/0/Documents/coc-written-standards-amended-82218.pdf?ver=2020-08-07-153345-780>

- b. County of Riverside Continuum of Care Board of Governance Charter:  
<https://www.harivco.org/Portals/0/Governance%20Charter%20Amended%2010-28-2021.pdf>
- c. County of Riverside Continuum of Care Homeless Management Information System (HMIS) Charter:  
<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>

In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

#### 24. 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 requirements.
- B. CONTRACTOR 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 CONTRACTOR until it is corrected.

#### 26. EMPLOYMENT PRACTICES

- A. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.
- B. CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement and, if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.
- D. By signing this Agreement or accepting funds under this Agreement, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

#### 27. CHILD SUPPORT COMPLIANCE ACT

- A. The CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

28. DRUG FREE WORKPLACE CERTIFICATION

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

- (1) Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355 (a)(1).
- (2) Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. CONTRACTOR'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 CONTRACTOR'S drug-free policy statement; and,
  - b. Will agree to abide by terms of SUBREECIPIENT'S condition of employment or Subcontract.

27. PERSONNEL

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

C. Background Checks

CONTRACTOR shall conduct criminal background record checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Participants, CONTRACTOR shall have received a criminal record 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.
- F. In the event that SUBRECIPIENT enters into Subcontracts with subcontractors, as provided herein, SUBRECIPIENT shall Expend one hundred percent (100%) of funds by June 30, 2022.

31. LOBBYING

- A. CONTRACTOR certifies no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the underlying federal contract, grant, loan, or cooperative agreement, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. CONTRACTOR shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this Agreement and that all CONTRACTOR's subcontractors shall certify and disclose accordingly.

31. ADVERSE GOVERNMENT ACTION

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

32. SUPPLANTATION

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

33. ASSIGNMENT

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

34. FORCE MAJEURE

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

35. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court 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.

36. DISPUTES

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

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

37. ADMINISTRATIVE/CONTRACT LIAISON

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

38. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

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

B. Participant Complaints

CONTRACTOR 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 CONTRACTOR's personnel. CONTRACTOR 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:

Program Manager  
Riverside County Department of Housing, Homelessness Prevention and Workforce Solutions  
3403 10<sup>th</sup> Street, Suite 300  
Riverside CA. 92501

C. Services, Benefits and Facilities

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

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

D. Cultural Competency

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

39. NOTICES

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

COUNTY:

Department of Housing, Homelessness Prevention and Workforce Solutions  
3403 Tenth St. Ste. 300  
Riverside, CA 92501

CONTRACTOR:

Coachella Valley Rescue Mission  
P.O. BOX 1445  
Riverside, CA 92502

40. SIGNED IN COUNTERPARTS

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

41. ELECTRONIC SIGNATURES (after SIGNED IN COUNTERPARTS)

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement 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 Agreement. 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. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

42. MODIFICATION OF TERMS

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

43. ENTIRE AGREEMENT

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

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

Authorized Signature for CONTRACTOR:  <i>Darla Burkett</i>	Authorized Signature for COUNTY:
Printed Name of Person Signing: <i>Darla Burkett</i>	Printed Name of Person Signing: Heidi Marshall
Title: <i>Executive Director</i>	Title: Director
Date Signed: <i>10/13/21</i>	Date Signed:

FORM APPROVED COUNTY COUNSEL  
 BY: *Synthia M. Gunzel* *10-14-21*  
 SYNTHIA M. GUNZEL DATE

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

Authorized Signature for CONTRACTOR:  <i>Darla Burkett</i>	Authorized Signature for COUNTY:
Printed Name of Person Signing: <i>Darla Burkett</i>	Printed Name of Person Signing: Heidi Marshall
Title: <i>Executive Director</i>	Title: Director
Date Signed: <i>10/13/21</i>	Date Signed:

FORM APPROVED COUNTY COUNSEL  
 BY: *Synthia M. Gunzel* 10-14-21  
 SYNTHIA M. GUNZEL DATE

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

Authorized Signature for CONTRACTOR:  <i>Darla Burkett</i>	Authorized Signature for COUNTY:
Printed Name of Person Signing: <i>DARLA Burkett</i>	Printed Name of Person Signing: Heidi Marshall
Title: <i>Executive Director</i>	Title: Director
Date Signed: <i>10/13/21</i>	Date Signed:

FORM APPROVED COUNTY COUNSEL  
 BY: *Synthia M. Gunzel* 10.14.21  
 SYNTHIA M. GUNZEL DATE



Schedule A  
Payment Provisions

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. CONTRACTOR shall be reimbursed by COUNTY, for an amount not to exceed \$130,000 per fiscal year. Said funds shall be spent according to the Budget shown below.

Fiscal Year Period	Maximum Annual Reimbursement Amount
July 1, 2021 through June 30, 2022	\$130,000
July 1, 2022 through June 30, 2023	\$130,000
July 1, 2023 through June 30, 2024	\$130,000
July 1, 2024 through June 30, 2025	\$130,000
July 1, 2025 through June 30, 2026	\$130,000
<b>Total</b>	<b>\$650,000</b>

- b. One-Twelfth (1/12) Reimbursement Rate

The CONTRACTOR shall be paid \$10,833 per month for eleven (11) months, July through May, and \$10,837 for the month of June.

- c. CONTRACTOR shall be reimbursed for eligible costs only. CONTRACTOR shall submit claims for reimbursement of eligible costs on a monthly basis no later than thirty (30) days after the end of each month in which the costs were incurred. Each claiming period shall consist of a calendar month.
- d. With each claim for reimbursement of eligible costs, CONTRACTOR shall submit:
  1. Forms 2076A and 2076B, examples of which are attached hereto as Attachment II and incorporated herein by this reference;
  2. The required supporting documentation set forth in Attachment II, Supporting Documentation Instructions, attached hereto and incorporated herein by this reference. If the required supporting documentation is not provided, COUNTY may delay payment until the documentation is received by COUNTY. 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.
- e. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- f. All Program funds shall be expended by the termination date of this Agreement

A.3 WITHHELD PAYMENTS

Payments to CONTRACTOR may be withheld by COUNTY if CONTRACTOR fails to comply with any provision of this Agreement.

A.4 DISALLOWANCE

If CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with this Agreement, CONTRACTOR shall be required to promptly reimburse

these funds to COUNTY and shall be prohibited from submitting to COUNTY reimbursement requests for subsequent Program funds until COUNTY is fully reimbursed or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

If it is determined that a CONTRACTOR falsified any certification, RFP information, financial, or contract report, CONTRACTOR shall be required to reimburse the full amount of the Program award to COUNTY, and may be prohibited from any further participation in the Program. COUNTY may impose any other actions permitted by law.

A.5 FISCAL ACCOUNTABILITY

- a. CONTRACTOR agrees to manage funds received through COUNTY in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; and adhere to accounting standards established in 2 CFR Part 200.
- b. CONTRACTOR must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, CONTRACTOR must develop an accounting procedure manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.

A.6 BUDGET MODIFICATION, BUDGET AMENDMENT, AND OTHER AMENDMENT

CONTRACTOR is expected to implement the agreed services and activities and meet all performance and financial outcomes as planned and agreed in this agreement. CONTRACTOR shall make no changes to the budget without first obtaining written approval from the HHPWS. Any budget amendments must be requested by the CONTRACTOR in writing. In the event it is deemed necessary to conduct budget modification, budget amendment and/or any other amendment of this agreement, they are permissible with HHPWS written approval and best formally requested in writing at least six (6) months prior to the end of the Period of Performance.

1. Budget Modification, Budget Amendment and/or any other Amendment of Agreement for Convenience may be conducted based on mutual agreement between the COUNTY and CONTRACTOR and written approval from HHPWS with no negative effect for both parties under the authority of HHPWS.
2. Budget Modification, Budget Amendment and/or any other Amendment of Agreement for Cause may be conducted based on mutual agreement between the COUNTY and CONTRACTOR and written approval from HHPWS. Any Cause due to CONTRACTOR's inability to implement the agreed services and/or activities to meet all performance and financial outcomes as planned and agreed in this agreement will become Finding(s) in the monitoring/auditing process and lead to any related effects such as project scoring, evaluation, consideration for future funding opportunities.

A.7 FINAL REIMBURSEMENT

Unless approved by HHPWS in writing, all final requests for reimbursement of authorized expenditures under this Grant must be submitted to HHPWS no later than the expiration date of the Agreement.

Schedule B  
Scope of Services

## B.1 GENERAL REQUIREMENTS

CONTRACTOR shall adhere to all applicable provisions outlined in and CONTRACTOR shall cooperate with COUNTY in fulfilling its obligations under. In addition, CONTRACTOR shall:

- a. Be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. CONTRACTOR shall also provide Participant linkages to other sources of support. CONTRACTOR shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- b. Participate in and accept its Participant referrals from the CoC CES. The CES is a part of the Riverside County CoC's cohesive and integrated housing crisis response system with existing programs, bringing them together into a "no-wrong-door" system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals. CES participation is a federal and state requirement under HEARTH Act 2009, 24 CFR parts 91 and 576; 24 CFR 576.400(d); and 25 CCR Section 8409.
- c. Agree to participate in the HMIS.
  1. HMIS security policies and procedures, and entering required Participant 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 CONTRACTOR access to use the HMIS software for the term of this Agreement.
  3. CONTRACTOR shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside CoC HMIS Policies and Procedures Manual, which is located on the County of Riverside CoC website: <https://www.harivco.org/HomelessManagementInformationSystem/tabid/237/Default.aspx>.
  4. CONTRACTOR must maintain a valid HMIS End User Agreement on file with the COUNTY, which is located on the County of Riverside CoC website: <https://www.harivco.org/HomelessManagementInformationSystem/tabid/237/Default.aspx>.

## B.2 Emergency Shelter Services

## 1. Shelter

- a. Provide emergency shelter free of charge for up to fourteen (13) homeless Customers in the CONTRACTOR's Van Buren Street shelter in Indio, California for up to ninety (90) days, consisting of a sixty (60) day initial stay with thirty (30) additional days of extended stay as needed and for good cause, which must be documented and available for HHPWS' review. Customers seeking to reenter the shelter who have used their ninety (90) days within the previous six (6) calendar months shall not be served until all new Customers have been served.

- b. Make available for each Customer bed linens and towels for showering. Linens and towels shall be washed in hot water and laundry detergent no less than once a week and upon the Customer's exit from the shelter. "Hot water" is defined as 120 degrees Fahrenheit.
  - c. Provide a sleeping space that is not less than two (2) feet in any direction from another Customer's sleeping space. Cots or beds with mattresses are preferable. Mats placed directly on the floor shall only be used as a bed of last resort. This condition may only be waived with prior HHPWS approval and proper documentation indicating compliance with applicable code and/or fire restrictions.
2. Meals
- a. Provide a morning and evening meal on site to all interested Customers on a daily basis. Drinking water shall be made available at all times. A copy of each week's menu shall be maintained on site by CONTRACTOR for HHPWS' review.
  - b. The morning meal shall include, at a minimum, hot and cold beverages and cereal or pastry.
  - c. The evening meal shall include, at a minimum, hot and cold beverages, meat and/or pasta, and vegetables and/or fruit.
3. Assist all interested Customers with referral or access to services such as health care, social services, employment services, mainstream benefit programs (e.g., General Relief; Social Security; Supplemental Security Income; the Women, Infants and Children Nutrition Program; etc.), vocational services, legal assistance, etc.
4. Maintain case files on each Customer that contains, at a minimum, detailed and legible case notes describing referrals made and progress gained during the Customer's stay at the shelter. If a Customer is not interested in receiving services, this must be documented.
5. Maintain written records on site of the following for HHPWS' review:
- a. Monthly drills to facilitate the evacuation of the shelter in case of fire or natural disaster.
  - b. Weekly random safety checks to ensure weapons and contraband items are not in the shelter.
6. Post shelter rules and guidelines in English and Spanish in a conspicuous place.
7. Maintain and post, in a conspicuous place, a Customer Grievance procedure.
8. Ensure that Customers do not loiter nor deposit their belongings outside the shelter or in the neighboring vicinity as to disturb neighbors or neighboring property.
9. Prohibit entry into the shelter when there is a reasonable suspicion that the Customer is intoxicated and/or under the influence of an illicit substance.
10. Clear all Customers through the California Sexual Offenders Registry, located on the California Office of the Attorney General website: (<http://www.meganslaw.ca.gov>).

11. Adequately staff the facility to administer the program. No less than two (2) staff members shall be on any one work shift while Customers are inside the shelter. Staff shall be trained at least annually on emergency first aid.
12. Participate in the Homeless Management Information System (HMIS). Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, and entering required Customer data according to HMIS written standards policies and timelines CONTRACTOR shall contribute the 14 beds to the Housing Inventory Count (HIC) and respond to the HIC survey, as required.  
  
HHPWS retains the rights to the HMIS and case management software application used in the operations of this property. HHPWS grants the CONTRACTOR an exclusive perpetual license to use the HMIS software for the term of this Agreement.
15. Ensure that employees using HMIS for Customer intake capture all Universal Data Elements (UDE), as set forth in the Riverside County's CoC HMIS Policies and Procedures Manual, which is located on the HHPWS CoC CORE Region website
16. Complete and maintain in each Customer's paper case file the Emergency Shelter Grant Program Homelessness Eligibility Certification Form, attached hereto as **Exhibit A** and incorporated herein by this reference.
16. Participate regularly in the Continuum of Care meetings.
17. Notify HHPWS, within a reasonable amount of time, of any Critical Incidents.
18. Notify HHPWS, in writing, if the number of beds and/or the quality or quantity of case management and supportive services is going to be altered anytime during the Agreement term. HHPWS must be notified of these changes at least thirty (30) days in advance of implementing changes or enhancements.
19. Register its agency and/or program, as funded by HHPWS, with 2-1-1 Riverside County, by faxing the 2-1-1 registration forms attached hereto as Attachment V and Attachment VI, respectively, and incorporated herein by these references, to (951) 686-7417. Registration is to take place at the time of execution of this Agreement, and updated on a quarterly basis, at minimum, if agency and/or program changes occur through the term of this Agreement.

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

<b>Telephone</b>	(951) 686-4402 Monday through Friday - 8:00 am to 5:00 pm
<b>U.S. Postal Service</b>	2060 University Avenue, #212, Riverside, CA 92507
<b>E-mail</b>	<a href="mailto:info@connectriverside.org">info@connectriverside.org</a>

20. Assist HHPWS in obtaining Midyear and End of Year reporting information that may include, but not be limited to:
  - a. Total number of clients that received Social Security.
  - b. Total number of clients that received CalFresh benefits.
  - c. Total number of clients that attained employment
  - d. Total number of clients that had an increase in income.

B.3 REPORTING

CONTRACTOR shall submit reports, as requested by COUNTY in order for COUNTY to comply with its reporting requirements set forth in Standard Agreement

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

Coachella Valley Rescue Mission  
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; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

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

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

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

10-13-21  
Date

*Carla Buntitt*  
Director's Signature

47470 Van Buren, Indio, CA  
Address of Vendor/Recipient  
(08/13/01)

CR50-Vendor Assurance of Compliance

COUNTY OF RIVERSIDE

CONTRACTOR PAYMENT REQUEST

To: Riverside County  
Department of Housing,  
Homelessness Prevention and  
Workforce Solutions  
3403 10<sup>th</sup> St. Ste 300  
Riverside, CA 92501

From: CONTRACTOR  
Remit to Name  
Address  
Sub recipient Name  
Sub recipient Number

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

Select Payment Type(s) Below:

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

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

Unit of Service Payment \$ \_\_\_\_\_  
# of Units) X (\$) \_\_\_\_\_  
# of Units) X (\$) \_\_\_\_\_  
# of Units) X (\$) \_\_\_\_\_

# of Units) X (\$) \_\_\_\_\_  
# of Units) X (\$) \_\_\_\_\_  
# of Units) X (\$) \_\_\_\_\_

Any questions regarding this request should be directed to: \_\_\_\_\_  
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

\_\_\_\_\_  
Authorized Signature Title Date

**FOR COUNTY USE ONLY (DO NOT WRITE BELOW THIS LINE)**

Business Unit (5)  
Account (6)  
Fund (5)  
Dept ID (10)  
Program (5)  
Class (10)  
Project/Grant (15)  
Vendor Code (10)

Purchase Order # (10) Invoice #  
Amount Authorized  
If amount authorized is different from amount request, please explain:  
Program (if applicable) Date  
Management Reporting Unit Date  
Contracts Administration Unit Date  
General Accounting Section Date



COUNTY OF RIVERSIDE DEPARTMENT OF HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS CONTRACTOR EXPENDITURE REPORT (2076B)	
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CONTRACTOR:
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ACTUAL EXPENDITURES FOR (MM/YYYY)
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CONTRACT #:
-------------

EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	CURRENT EXPENDITURES BILLABLE AMOUNT	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT
------------------	--------------------------	--------------------------------------	-------------------------	----------------------------

List each item as outlined in contract budget.

<b>TOTAL BUDGET/EXPENSES</b>				

**IN-KIND CASH CONTRIBUTION**

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

CLIENT FEES COLLECTED	CURRENT PERIOD	YEAR TO DATE
-----------------------	----------------	--------------

HHPWS 2076B (8/03) Contract Expenditure Report

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include HHPWS 2076A, 2076B (if required), invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of HHPWS 2076A.  
[see method, time, and schedule/condition of payments].  
(Please type or print information on all HHPWS Forms.)

HHPWS 2076A  
CONTRACTOR PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address"

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

"CONTRACTOR Name"

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

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding..."

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

"Authorized Signature, Title, and Date (CONTRACTOR'S)"

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

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

### Homeless Shelter Program

**SHELTER:**

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

	First Name	Last Name	Signature	Date of Birth	Last 4 digits of Social Security Number
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

Project Name: \_\_\_\_\_

File No.: \_\_\_\_\_

**EMERGENCY SHELTER GRANT PROGRAM  
HOMELESSNESS ELIGIBILITY CERTIFICATION**  
Project Year \_\_\_\_\_

Please Print  
Name: \_\_\_\_\_

Address  
or Mailing Address: \_\_\_\_\_

City & State: \_\_\_\_\_ Zip \_\_\_\_\_

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

\_\_\_ Homeless

or

\_\_\_ Domestic Violence

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

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

**Single race category**

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

**Multi-race category**

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

4) **CERTIFICATION:**

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

Project Name: \_\_\_\_\_

File No.: \_\_\_\_\_

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

**Nombre:** \_\_\_\_\_

**Direccion o la Dirección Postal:** \_\_\_\_\_

**Ciudad y Estado:** \_\_\_\_\_ **Codigo Postal** \_\_\_\_\_

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

- Sin Hogar
- or
- Violencia doméstica

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

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

**Categoría de raza individual**

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

**Categoría de Multi-raza**

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

4) **BENEFICIARIO:**

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

Project Name: \_\_\_\_\_

File No: \_\_\_\_\_

**ESG Desk Guide Glossary****Homeless means as the term is defined in 42 U.S.C. 11302. "**

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

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

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



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

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

Agency Name: \_\_\_\_\_

List Aliases/ known abbreviations/ other names: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Confidential location:  Yes  No

Handicap accessible?  Yes  No

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Main Phone: \_\_\_\_\_ Alternative Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ TDD/TYY: \_\_\_\_\_

Hotline: \_\_\_\_\_ Other: \_\_\_\_\_

Website: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Legal Status**

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

Tax Classification: \_\_\_\_\_

Year of Incorporation: \_\_\_\_\_

Office Days and Hours: \_\_\_\_\_

Eligibility/ Target Population: \_\_\_\_\_

Agency Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Languages spoken other than English: \_\_\_\_\_

Fees

- No Cost                       Low Cost                       Sliding Fee                       Donation
- Vary                                       Other \_\_\_\_\_

Method of Payment

- Medi-Cal                       Cash                       Credit Cards                       Personal Check

Personnel

Agency Director: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

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Submitted by: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_



Volunteer Center of Riverside

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

Agency Information  
 Page 2 of 2  
 Please complete both pages



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



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

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

Agency Name: \_\_\_\_\_

Program Name: \_\_\_\_\_

List Aliases/ known abbreviations/ other names: \_\_\_\_\_

Program Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Confidential location:  Yes  No

Handicap accessible?  Yes  No

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Program Phone: \_\_\_\_\_ Alternative Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ TDD/TYY: \_\_\_\_\_

Hotline: \_\_\_\_\_ Other: \_\_\_\_\_

Website: \_\_\_\_\_

E-mail: \_\_\_\_\_

Program Days and Hours: \_\_\_\_\_

Program Description: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Eligibility/Target Population: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Intake/Application Procedure:

- Phone       Appointment required       Walk-in       Referral needed
- Mail       Other \_\_\_\_\_

Documents Required: \_\_\_\_\_

Areas Served: (Please indicate specific areas program services)

Regions

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

Cities: \_\_\_\_\_

Zip Codes: \_\_\_\_\_

Fees:

- No Cost       Low Cost       Sliding Fee       Donation
- Vary       Other \_\_\_\_\_

Method of Payment

- Medi-Cal     Cash       Credit Cards     Personal Check

Languages spoken other than English: \_\_\_\_\_

Personnel

Program Director: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Submitted by: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_



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

Program Information  
 Page 2 of 2  
 Please complete both pages

County of Riverside  
Department of Housing, Homelessness Prevention and Workforce Solutions  
3403 10<sup>TH</sup> St. Ste. 300  
Riverside, CA 92501

and

Valley Restart Shelter

Emergency Shelter Program

HHPWSCoC-0000048

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



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.

OCT 19 2021 3.17

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Attachment V - 2-1-1- Riverside County Community Services Directory, Agency Registration Form

Attachment VI-2-1-1- Riverside County Community Services Directory, Program Registration Form

This Agreement is made and entered into effective July 1, 2021 by and between Valley Restart Shelter, a California nonprofit corporation (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing, Homelessness Prevention and Workforce Solutions (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS

- A. "Bed Night" refers to one bed per Client per night.
- B. "Budget Amendment" means any change affecting the overall total grant amount awarded that may or may not affect the scope of work.
- C. "Budget Modification" means any change on the dollar amounts of budget line items without any change on the overall total grant amount awarded of this agreement.
- D. "Case Management Services" refers to all of the following various categories of services:
- Mental Health
  - Substance Abuse
  - Housing
  - Employment
  - Children
  - Intake & Assessment
- E. "CES" refers to the Coordinated Entry System in the County of Riverside.
- F. "CoC" refers to the Riverside County Continuum of Care.
- G. "CoC CORE" refers to the HHPWS Coordination, Oversight, Reporting and Evaluation Unit.
- H. "COUNTY" and/or "HHPWS" refers to the County of Riverside and its Department of Housing, Homelessness Prevention and Workforce Solutions Department, which has administrative responsibility for this Agreement. HHPWS and COUNTY are used interchangeably in this Agreement.
- I. "Critical Incident" refers to any event that jeopardizes the safety of Participants, staff or facilities. Events may include, but are not limited to, physical altercations, fires, mandated reportable events (e.g. child abuse), etc.
- J. "Crisis Stabilization Housing" or "CSH" refers to sites that will temporarily house homeless individuals & families providing them with intensive case management to assist them in moving into permanent housing (market rate, subsidized, etc.) as quickly as possible.
- K. "Emergency Shelter" refers to any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leased or occupancy agreements, as defined per 24 CFR 576.2.
- L. "HHPWS" refers to the Department of Housing, Homelessness Prevention and Workforce Solutions which has administrative responsibility for this Agreement; for purpose of this Agreement, "HHPWS" and "COUNTY" may be used interchangeably.

- M. "HMIS" refers to the Riverside County Homeless Management Information System.
- N. "Homeless" refers to homeless as defined in 24 CFR 576.2.
- O. "Participant(s)" refers to an individual(s) or family(ies) who is assisted under the Program.
- P. "Permanent Housing" refers to permanent housing and permanent supportive housing as defined in 24 CFR 578.3.
- Q. "CONTRACTOR" refers to Valley Restart Shelter including its employees, agents, representatives, subcontractors and suppliers providing services under this Agreement.
- R. "SUBCONTRACTOR" refers to any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the CONTRACTOR or another SUBCONTRACTOR

2. DESCRIPTION OF SERVICES

CONTRACTOR shall provide all services as outlined and specified in Schedule B, Scope of Services, Attachment I – Assurance of Compliance, Attachment II – Forms 2076A, 2076B & Instructions, all of which are attached hereto and incorporated herein as referenced.

3. PERIOD OF PERFORMANCE

This Agreement is effective July 1, 2021 ("Effective Date") and continues in effect through June 30, 2022, with four (4) one-year renewal options unless terminated earlier. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter until the end of the period of performance. COUNTY and CONTRACTOR agree that all services provided to the Target Population are estimated to be, and shall be, fully performed on or before the expiration date of the Agreement, as needed by the parties with written approval from HHPWS.

4. COMPENSATION

COUNTY shall pay CONTRACTOR for services performed, products provided, or expenses incurred in accordance with Schedule A, "Payment Provisions." COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

HHPWS obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made.

6. TERMINATION FOR CONVENIENCE

A. COUNTY may terminate this Agreement without cause upon giving thirty (30) days written notice served on CONTRACTOR stating the extent and effective date of termination.

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

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

- C. After termination, COUNTY shall make payment only for CONTRACTOR'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 CONTRACTOR refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure, Cause shall include, but is not limited to:
  - (1) CONTRACTOR's failure to comply with the terms or conditions of this Agreement;
  - (2) Use of, or permitting the use of funds provided under this Agreement for any ineligible activities;
  - (3) Any failure to comply with the deadlines set forth in this Agreement;
  - (4) Violation on any federal or state laws or regulations; or
  - (5) Withdrawal of HCD'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 CONTRACTOR from applying for future funds;
  - (2) Revoke any other existing award(s) to the CONTRACTOR;
  - (3) Require the return of any unexpended funds disbursed under this Agreement;
  - (4) Require repayment of funds disbursed and expended under this Agreement;
  - (5) Require the immediate return to COUNTY of all funds derived from the use of 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 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, CONTRACTOR shall:
  - (1) Stop all work under this Agreement on the date specified in the notice of termination; and
  - (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which if the Agreement had been completed or continued, would be required to be furnished to COUNTY.
- D. 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 authorized representatives of the parties. Any waiver by COUNTY of any breach of any provision of the terms and conditions herein shall not be deemed, for any purpose, to be a waiver of any subsequent or other breach of the same or any other term of this Agreement. Failure of COUNTY to require exact, full and complete compliance with any term of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.
9. OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL  
CONTRACTOR agrees that all materials, reports, or products, in any form including electronic, created by CONTRACTOR for which CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR/ CONFLICT OF INTEREST
- A. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform the COUNTY of all CONTRACTOR's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.
- B. CONTRACTOR shall not, under 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 CONTRACTOR is doing business or proposing to do business, in fulfilling this Agreement.
- C. CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.
- D. CONTRACTOR 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 CONTRACTOR performance through any combination of on-site visits, inspections, evaluations, and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items. CONTRACTOR shall establish sufficient procedures to self-monitor the



quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

- B. CONTRACTOR agrees that COUNTY, or their designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. CONTRACTOR agrees to provide COUNTY, or their designees, with any relevant information requested. CONTRACTOR agrees to permit COUNTY, 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 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), program guidance document published on the website, and this Agreement. CONTRACTOR 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 CONTRACTOR shall provide, at CONTRACTOR's own expense, a financial audit prepared by a certified public accountant. 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 CONTRACTOR 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 CONTRACTOR is responsible for the completion of audits and all costs of preparing audits.
  - (4) If there are audit findings, the CONTRACTOR 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. CONTRACTOR 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; 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. CONTRACTOR shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services.

CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning person receiving services pursuant to this Agreement. CONTRACTOR shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement. CONTRACTOR shall comply with Welfare and Institutions Code Section (WIC) 10850.

- C. CONTRACTOR shall take special precautions, including but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- D. CONTRACTOR shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. HOLD HARMLESS/INDEMNIFICATION

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

14. INSURANCE

- A. Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers,

Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- C. CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- E. It is understood and agreed to by the parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- G. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

- H. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to COUNTY.
- I. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

15. WORKER'S COMPENSATION

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

16. VEHICLE LIABILITY

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

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 CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

18. INDEPENDENT CONTRACTOR

The CONTRACTOR 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 CONTRACTOR (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 CONTRACTOR's employees from the compensation payable to CONTRACTOR under this Agreement. There shall be no employer-employee relationship between the parties and CONTRACTOR 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 CONTRACTOR 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.

19. PROFESSIONAL LIABILITY

CONTRACTOR shall 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 CONTRACTOR shall 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 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.

20. USE BY POLITICAL ENTITIES

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

21. LICENSES AND PERMITS

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

22. NO DEBARMENT OR SUSPENSION

A. CONTRACTOR is not eligible to receive grant funds if CONTRACTOR is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

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

23. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

CONTRACTOR shall comply with all applicable state and federal laws, rules, regulations, requirements, and directives which impose duties and regulations upon COUNTY as though made with CONTRACTOR directly that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, federal, state, and local housing and building codes and any applicable COUNTY policies and procedures, including but not limited to:

a. County of Riverside Continuum of Care Written Standards:

<https://www.harivco.org/Portals/0/Documents/coc-written-standards-amended-82218.pdf?ver=2020-08-07-153345-780>

- b. County of Riverside Continuum of Care Board of Governance Charter:  
<https://www.harivco.org/Portals/0/Governance%20Charter%20Amended%2010-28-2021.pdf>
- c. County of Riverside Continuum of Care Homeless Management Information System (HMIS) Charter:  
<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>

In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

24. 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 requirements.
- B. CONTRACTOR 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 CONTRACTOR until it is corrected.

26. EMPLOYMENT PRACTICES

- A. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.
- B. CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement and, if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.
- D. By signing this Agreement or accepting funds under this Agreement, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

27. CHILD SUPPORT COMPLIANCE ACT

- A. The CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

28. DRUG FREE WORKPLACE CERTIFICATION

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

- (1) Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355 (a)(1).
- (2) Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. CONTRACTOR'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 CONTRACTOR'S drug-free policy statement; and,
  - b. Will agree to abide by terms of SUBRECIPIENT'S condition of employment or Subcontract.

27. PERSONNEL

- A. Upon request by COUNTY, CONTRACTOR 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 Participants. 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 CONTRACTOR's list that has been convicted of any crimes involving sex, drugs or violence,

or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult Participants. COUNTY shall notify CONTRACTOR in writing of any person not approved, but to protect Participant confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, CONTRACTOR shall immediately remove that person from providing services under this Agreement.

C. Background Checks

CONTRACTOR shall conduct criminal background record checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Participants, CONTRACTOR shall have received a criminal record 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. LOBBYING

- A. CONTRACTOR certifies no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the underlying federal contract, grant, loan, or cooperative agreement, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. CONTRACTOR shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this Agreement and that all CONTRACTOR's subcontractors shall certify and disclose accordingly.

31. ADVERSE GOVERNMENT ACTION

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

32. SUPPLANTATION



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

33. ASSIGNMENT

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

34. FORCE MAJEURE

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

35. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court 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.

36. DISPUTES

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

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

37. ADMINISTRATIVE/CONTRACT LIAISON

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

38. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

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

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

B. Participant Complaints

CONTRACTOR 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 CONTRACTOR's personnel. CONTRACTOR 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:

Program Manager

Riverside County Department of Housing, Homelessness Prevention and Workforce Solutions  
3403 10<sup>th</sup> Street, Suite 300  
Riverside CA. 92501

C. Services, Benefits and Facilities

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

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

D. Cultural Competency

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

39. NOTICES

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

COUNTY:

Department of Housing, Homelessness Prevention and Workforce Solutions  
3403 Tenth St. Ste. 300  
Riverside, CA 92501

CONTRACTOR:

Valley Restart Shelter  
200 E. Menlo Avenue  
Hemet, CA 92543

40. SIGNED IN COUNTERPARTS

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

41. ELECTRONIC SIGNATURES (after SIGNED IN COUNTERPARTS)

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement 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 Agreement. 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. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

42. MODIFICATION OF TERMS

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

43. ENTIRE AGREEMENT

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

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

Authorized Signature for CONTRACTOR: <i>Javier H. Lopez</i>	Authorized Signature for COUNTY:
Printed Name of Person Signing: <i>JAVIER H. LOPEZ</i>	Printed Name of Person Signing: Heidi Marshall
Title: <i>EXECUTIVE DIRECTOR</i>	Title: Director
Date Signed: <i>10/13/2021</i>	Date Signed:

FORM APPROVED COUNTY COUNSEL  
BY: *Synthia M. Gunzel*  
SYNTHIA M. GUNZEL DATE  
*10-14-21*

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

Authorized Signature for CONTRACTOR: <i>Javier H. Lopez</i>	Authorized Signature for COUNTY:
Printed Name of Person Signing: <i>JAVIER H. LOPEZ</i>	Printed Name of Person Signing: Heidi Marshall
Title: <i>EXECUTIVE DIRECTOR</i>	Title: Director
Date Signed: <i>10/13/2021</i>	Date Signed:

FORM APPROVED COUNTY COUNSEL  
 BY: *Synthia M. Gunzel* 10.14.21  
 SYNTHIA M. GUNZEL DATE

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

Authorized Signature for CONTRACTOR: <i>Javier H. Lopez</i>	Authorized Signature for COUNTY:
Printed Name of Person Signing: <i>JAVIER H. LOPEZ</i>	Printed Name of Person Signing: Heidi Marshall
Title: <i>EXECUTIVE DIRECTOR</i>	Title: Director
Date Signed: <i>10/13/2021</i>	Date Signed:

FORM APPROVED COUNTY COUNSEL  
 BY: *Synthia M. Gunzel* *10.14.21*  
 SYNTHIA M. GUNZEL DATE

Schedule A  
Payment Provisions

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

a. CONTRACTOR shall be reimbursed by COUNTY, for an amount not to exceed \$200,000 per fiscal year. Said funds shall be spent according to the Budget shown below.

Fiscal Year Period	Maximum Annual Reimbursement Amount
July 1, 2021 through June 30, 2022	\$200,000
July 1, 2022 through June 30, 2023	\$200,000
July 1, 2023 through June 30, 2024	\$200,000
July 1, 2024 through June 30, 2025	\$200,000
July 1, 2025 through June 30, 2026	\$200,000
<b>Total</b>	<b>\$1,000,000</b>

b. COST OF SERVICE RATE

The CONTRACTOR shall be paid \$30.00 per bed for forty-nine (49) beds (whether occupied or not) per day for the term of this Agreement.

c. CONTRACTOR shall be reimbursed for eligible costs only. CONTRACTOR shall submit claims for reimbursement of eligible costs on a monthly basis no later than thirty (30) days after the end of each month in which the costs were incurred. Each claiming period shall consist of a calendar month.

d. With each claim for reimbursement of eligible costs, CONTRACTOR shall submit:

1. Forms 2076A and 2076B, examples of which are attached hereto as Attachment II and incorporated herein by this reference;
2. The required supporting documentation set forth in Attachment II, Supporting Documentation Instructions, attached hereto and incorporated herein by this reference. If the required supporting documentation is not provided, COUNTY may delay payment until the documentation is received by COUNTY. 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.

e. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

f. All Program funds shall be expended by the termination date of this Agreement

A.3 WITHHELD PAYMENTS

Payments to CONTRACTOR may be withheld by COUNTY if CONTRACTOR fails to comply with any provision of this Agreement.

A.4 DISALLOWANCE

If CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with this Agreement, CONTRACTOR shall be required to promptly reimburse these funds to COUNTY and shall be prohibited from submitting to COUNTY reimbursement

requests for subsequent Program funds until COUNTY is fully reimbursed or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

If it is determined that a CONTRACTOR falsified any certification, RFP information, financial, or contract report, CONTRACTOR shall be required to reimburse the full amount of the Program award to COUNTY, and may be prohibited from any further participation in the Program. COUNTY may impose any other actions permitted by law.

A.5 FISCAL ACCOUNTABILITY

- a. CONTRACTOR agrees to manage funds received through COUNTY in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; and adhere to accounting standards established in 2 CFR Part 200.
- b. CONTRACTOR must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, CONTRACTOR must develop an accounting procedure manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.

A.6 BUDGET MODIFICATION, BUDGET AMENDMENT, AND OTHER AMENDMENT

CONTRACTOR is expected to implement the agreed services and activities and meet all performance and financial outcomes as planned and agreed in this agreement. CONTRACTOR shall make no changes to the budget without first obtaining written approval from the HHPWS. Any budget amendments must be requested by the CONTRACTOR in writing. In the event it is deemed necessary to conduct budget modification, budget amendment and/or any other amendment of this agreement, they are permissible with HHPWS written approval and best formally requested in writing at least six (6) months prior to the end of the Period of Performance.

1. Budget Modification, Budget Amendment and/or any other Amendment of Agreement for Convenience may be conducted based on mutual agreement between the COUNTY and CONTRACTOR and written approval from HHPWS with no negative effect for both parties under the authority of HHPWS.
2. Budget Modification, Budget Amendment and/or any other Amendment of Agreement for Cause may be conducted based on mutual agreement between the COUNTY and CONTRACTOR and written approval from HHPWS. Any Cause due to CONTRACTOR's inability to implement the agreed services and/or activities to meet all performance and financial outcomes as planned and agreed in this agreement will become Finding(s) in the monitoring/auditing process and lead to any related effects such as project scoring, evaluation, consideration for future funding opportunities.

A.7 FINAL REIMBURSEMENT

Unless approved by HHPWS in writing, all final requests for reimbursement of authorized expenditures under this Grant must be submitted to HHPWS no later than the expiration date of the Agreement.



Schedule B  
Scope of Services

## B.1 GENERAL REQUIREMENTS

CONTRACTOR shall adhere to all applicable provisions outlined in and CONTRACTOR shall cooperate with COUNTY in fulfilling its obligations under. In addition, CONTRACTOR shall:

- a. Be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. CONTRACTOR shall also provide Participant linkages to other sources of support. CONTRACTOR shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- b. Participate in and accept its Participant referrals from the CoC CES. The CES is a part of the Riverside County CoC's cohesive and integrated housing crisis response system with existing programs, bringing them together into a "no-wrong-door" system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals. CES participation is a federal and state requirement under HEARTH Act 2009, 24 CFR parts 91 and 576; 24 CFR 576.400(d); and 25 CCR Section 8409.
- c. Agree to participate in the HMIS.
  1. HMIS security policies and procedures, and entering required Participant 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 CONTRACTOR access to use the HMIS software for the term of this Agreement.
  3. CONTRACTOR shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside CoC HMIS Policies and Procedures Manual, which is located on the County of Riverside CoC website: <https://www.harivco.org/HomelessManagementInformationSystem/tabid/237/Default.aspx>.
  4. CONTRACTOR must maintain a valid HMIS End User Agreement on file with the COUNTY, which is located on the County of Riverside CoC website: <https://www.harivco.org/HomelessManagementInformationSystem/tabid/237/Default.aspx>.

## B.2 Emergency Shelter Services

## 1. Shelter

- a. Provide emergency housing services for up to thirty-five (35) homeless persons free of charge in the CONTRACTOR's Menlo Ave shelter in Hemet, California for up to ninety (90) days, consisting of a sixty (60) day initial stay with thirty (30) additional days of extended stay as needed and for good cause, which must be documented. Customers seeking to reenter the shelter who have used their ninety (90) days within the previous six (6) calendar months shall not be served until all new Customers have been served.

- b. Make available for each Customer bed linens and towels for showering. Linens and towels shall be washed in hot water and laundry detergent no less than once a week and upon a Customer's exit from the shelter. "Hot water" is defined as 120 degrees Fahrenheit.
- c. Provide sleeping space that is not less than two (2) feet in any direction from another Customer's sleeping space. Cots or beds with mattresses are preferable. Mats placed on the floor shall only be used as a bed choice of last resort.

## 2. Meals

- a. Provide a morning and evening meal on site to all interested Customers on a daily basis. Drinking water shall be made available at all times. A copy of each week's menu shall be maintained on site by CONTRACTOR for HHPWS' review.
  - b. The morning meal shall include, at a minimum, hot and cold beverages and cereal or pastry.
  - c. The evening meal shall include, at a minimum, hot and cold beverages, meat and/or pasta, and vegetables and/or fruit.
3. Assist all interested Customers with referral or access to services such as health care, social services, employment services, mainstream benefit programs (e.g., General Relief, Social Security; Supplemental Security Income; the Women, Infants and Children Nutrition Program; etc.), vocational services, legal assistance, etc.
  4. Maintain case files on each Customer that contains, at a minimum, detailed and legible case notes describing referrals made and progress gained during the Customer's stay at the shelter. If a Customer is not interested in receiving services, this must be documented.
  5. Maintain written records on site of the following for HHPWS' review:
    - a. Monthly drills to facilitate the evacuation of the shelter in case of fire or natural disaster.
    - b. Weekly random safety checks to ensure weapons and contraband items are not in the shelter.
  6. Post shelter rules and guidelines in English and Spanish in a conspicuous place.
  7. Maintain and post in a conspicuous place a Customer grievance procedure.
  8. Ensure that Customers do not loiter nor deposit their belongings outside the shelter or in the neighboring vicinity as to disturb neighbors or neighboring property.
  9. Prohibit entry into the shelter when there is a reasonable suspicion that the Customer is intoxicated and/or under the influence of an illicit substance.
  10. Clear all Customers through the California Sexual Offenders Registry, located on the California Office of the Attorney General website: (<https://www.meganslaw.ca.gov/>).
  11. Adequately staff the facility to administer the program. No less than two (2) staff members shall be on any one work shift while Customers are inside the shelter. Staff shall be trained at least annually on emergency first aid.
  12. Participate in the Homeless Management Information System (HMIS). Participation is defined by HMIS training attendance, complying with the Continuum of Care HMIS policies and

procedures, and entering required Customer data according to the HMIS Written Standards policies and timelines. CONTRACTOR shall contribute the 49 beds to the Housing Inventory Count (HIC) and respond to the HIC survey, as required.

HHPWS retains the rights to the HMIS and case management software application. HHPWS grants the CONTRACTOR a non-exclusive perpetual license to use the HMIS software for the term of this Agreement.

13. Ensure that employees using HMIS for Customer intake capture all Universal Data Elements (UDE), as set forth in the Riverside County's CoC HMIS Policies and Procedures Manual, which is located on the HHPWS CoC CORE Region.
14. Participate regularly in the Continuum of Care meetings.
15. Notify HHPWS, within a reasonable amount of time, of any Critical Incidents.
16. Notify HHPWS, in writing, if the number of beds and/or the quality or quantity of case management and supportive services is going to be altered anytime during the Agreement term. HHPWS must be notified of these changes at least thirty (30) days in advance of implementing changes or enhancements.
17. Register its agency and/or program, as funded by HHPWS, with 2-1-1 Riverside County, by faxing the 2-1-1 registration forms attached hereto as Exhibit E and F incorporated herein by this reference, to (951) 686-7417. Registration is to take place at the time of execution of this Agreement, and updated on a quarterly basis, at minimum, if agency and/or program changes occur through the term of this Agreement.

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

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

18. Assist HHPWS in obtaining Midyear and End of Year reporting information that may include, but not be limited to:
  - a. Total number of clients that received Social Security.
  - b. Total number of clients that received Cal Fresh benefits.
  - c. Total number of clients that attained employment.
  - d. Total number of clients that had an increase in income.

**B.3 REPORTING**

CONTRACTOR shall submit reports, as requested by COUNTY in order for COUNTY to comply with its reporting requirements set forth in Standard Agreement.

ATTACHMENT I

Assurance of Compliance

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

Valley Restart Shelter  
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; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

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

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

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

10/13/2021  
Date  
200 E. MENLO AVE.  
HEMET, CA 92543  
Address of Vendor/Recipient  
(08/13/01)

[Signature]  
Director's Signature

CR50-Vendor Assurance of Compliance

COUNTY OF RIVERSIDE

CONTRACTOR PAYMENT REQUEST

To: Riverside County  
Department of Housing,  
Homelessness Prevention and  
Workforce Solutions  
3403 10<sup>th</sup> St. Ste 300  
Riverside, CA 92501

From: CONTRACTOR  
Remit to Name  
Address  
Sub recipient Name  
Sub recipient Number

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

Select Payment Type(s) Below:

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

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

Unit of Service Payment \$ \_\_\_\_\_  
# of Units) X (\$) \_\_\_\_\_  
# of Units) X (\$) \_\_\_\_\_  
# of Units) X (\$) \_\_\_\_\_

# of Units) X \_\_\_\_\_ (\$) \_\_\_\_\_  
# of Units) X \_\_\_\_\_ (\$) \_\_\_\_\_  
# of Units) X \_\_\_\_\_ (\$) \_\_\_\_\_

Any questions regarding this request should be directed to: \_\_\_\_\_  
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

\_\_\_\_\_  
Authorized Signature Title Date

**FOR COUNTY USE ONLY (DO NOT WRITE BELOW THIS LINE)**

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

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

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

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

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

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

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

Dept ID (10) \_\_\_\_\_

Program (5) \_\_\_\_\_

Program (if applicable) \_\_\_\_\_ Date \_\_\_\_\_

Class (10) \_\_\_\_\_

Management Reporting Unit \_\_\_\_\_ Date \_\_\_\_\_

Project/Grant (15) \_\_\_\_\_

Contracts Administration Unit \_\_\_\_\_ Date \_\_\_\_\_

Vendor Code (10) \_\_\_\_\_

General Accounting Section \_\_\_\_\_ Date \_\_\_\_\_

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

CONTRACTOR:

ACTUAL EXPENDITURES FOR (MM/YYYY)

CONTRACT #:

EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	CURRENT EXPENDITURES BILLABLE AMOUNT	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT
------------------	--------------------------	--------------------------------------	-------------------------	----------------------------

List each item as outlined in contract budget.

<b>TOTAL BUDGET/EXPENSES</b>				

**IN-KIND CASH CONTRIBUTION**

List each type of contribution	APPROVED BUDGETED AMOUNT	CURRENT EXPENDITURES BILLABLE AMOUNT	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT
<b>TOTAL IN-KIND/CASH MATCH</b>				

CLIENT FEES COLLECTED	CURRENT PERIOD	YEAR TO DATE
-----------------------	----------------	--------------

HHPWS 2076B (8/03) Contract Expenditure Report

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include HHPWS 2076A, 2076B (if required). invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of HHPWS 2076A.  
[see method, time, and schedule/condition of payments].  
(Please type or print information on all HHPWS Forms.)

HHPWS 2076A  
CONTRACTOR PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address"

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

"CONTRACTOR Name"

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

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding..."

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

"Authorized Signature, Title, and Date (CONTRACTOR'S)

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

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

### Homeless Shelter Program

**SHELTER:**

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

	First Name	Last Name	Signature	Date of Birth	Last 4 digits of Social Security Number
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					



Project Name: \_\_\_\_\_

File No.: \_\_\_\_\_

**EMERGENCY SHELTER GRANT PROGRAM  
HOMELESSNESS ELIGIBILITY CERTIFICATION  
Project Year \_\_\_\_\_**

Please Print  
Name: \_\_\_\_\_

Address  
or Mailing Address: \_\_\_\_\_

City & State: \_\_\_\_\_ Zip \_\_\_\_\_

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

\_\_\_ Homeless

or

\_\_\_ Domestic Violence

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

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

**Single race category**

White

American Indian/Alaskan Native

Black African American

Native Hawaiian Other Pacific Islander

Asian

**Multi-race category**

American Indian/Alaskan Native & White

Asian & White

Black African American & White

Hispanic White

Hispanic Black/African American

Hispanic Asian

Hispanic/American Indian/Alaskan Native

Hispanic Asian & White

Hispanic Native Hawaiian/Other Pacific Islander

Hispanic Black/African American & White

Hispanic American Indian/Alaskan Native & White

American Indian/Alaskan Native & Black/African American

Hispanic American Indian/Alaskan Native & Black/African American

Other Multi-race (ONLY if, non-of-the-above categories identifies you).

4) **CERTIFICATION:**

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

Project Name: \_\_\_\_\_

File No.: \_\_\_\_\_

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

**Nombre:** \_\_\_\_\_

**Dirección o la Dirección Postal:** \_\_\_\_\_

**Ciudad y Estado:** \_\_\_\_\_ **Código Postal** \_\_\_\_\_

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

- Sin Hogar
- or
- Violencia doméstica

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

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

**Categoría de raza individual**

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

**Categoría de Multi-raza**

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

4) **BENEFICIARIO:**

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

Project Name: \_\_\_\_\_

File No.: \_\_\_\_\_

**ESG Desk Guide Glossary**

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

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

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

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



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

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

Agency Name: \_\_\_\_\_

List Aliases/ known abbreviations/ other names: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Confidential location:  Yes  No

Handicap accessible?  Yes  No

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Main Phone: \_\_\_\_\_ Alternative Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ TDD/TYY: \_\_\_\_\_

Hotline: \_\_\_\_\_ Other: \_\_\_\_\_

Website: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Legal Status**

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

Tax Classification: \_\_\_\_\_

Year of Incorporation: \_\_\_\_\_

Office Days and Hours: \_\_\_\_\_

Eligibility/ Target Population: \_\_\_\_\_

Agency Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Languages spoken other than English: \_\_\_\_\_

Fees

- No Cost                       Low Cost                       Sliding Fee                       Donation
- Vary                               Other \_\_\_\_\_

Method of Payment

- Medi-Cal                       Cash                       Credit Cards                       Personal Check

Personnel

Agency Director: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Submitted by: \_\_\_\_\_

Phone: \_\_\_\_\_

Date : \_\_\_\_\_



Volunteer Center of Riverside

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

Agency Information  
 Page 2 of 2  
 Please complete both pages

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



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

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

Agency Name: \_\_\_\_\_

Program Name: \_\_\_\_\_

List Aliases/ known abbreviations/ other names: \_\_\_\_\_

Program Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Confidential location:  Yes  No

Handicap accessible?  Yes  No

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Program Phone: \_\_\_\_\_ Alternative Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ TDD/TTY: \_\_\_\_\_

Hotline: \_\_\_\_\_ Other: \_\_\_\_\_

Website: \_\_\_\_\_

E-mail: \_\_\_\_\_

Program Days and Hours: \_\_\_\_\_

Program Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Eligibility/Target Population: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Program Information  
Page 1 of 2  
Please complete both pages

Intake/Application Procedure:

- Phone       Appointment required       Walk-in       Referral needed
- Mail       Other \_\_\_\_\_

Documents Required: \_\_\_\_\_

Areas Served: (Please indicate specific areas program services)

Regions

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

Cities: \_\_\_\_\_

Zip Codes: \_\_\_\_\_

Fees:

- No Cost       Low Cost       Sliding Fee       Donation
- Vary       Other \_\_\_\_\_

Method of Payment

- Medi-Cal     Cash       Credit Cards     Personal Check

Languages spoken other than English: \_\_\_\_\_

Personnel  
Program Director: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

Submitted by: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_



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

Program Information  
Page 2 of 2  
Please complete both pages

HHPWSCoC-0000049

**County of Riverside  
Department of Housing, Homelessness Prevention and Workforce Solutions  
3403 10<sup>TH</sup> St. Ste. 300  
Riverside, CA 92501**

**and**

**Coachella Valley Association of Governments**

**West Valley Navigation**

**HHPWSCoC-0000049**

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



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Post Office Box 1147, Riverside, Ca 92502-1147



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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 – Forms 2076A and 2076B
- Attachment III – Daily Sign-in Sheet
- Attachment IV - Eligibility Certification Form
- Attachment V - 2-1-1- Riverside County Community Services Directory, Agency Registration Form
- Attachment VI-2-1-1- Riverside County Community Services Directory, Program Registration Form

This Agreement is made and entered into effective July 1, 2021 by and between Coachella Valley Association of Governments, a California nonprofit corporation (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing, Homelessness Prevention and Workforce Solutions (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS

- A. "Bed Night" refers to one bed per Client per night.
- B. "Budget Amendment" means any change affecting the overall total grant amount awarded that may or may not affect the scope of work.
- C. "Budget Modification" means any change on the dollar amounts of budget line items without any change on the overall total grant amount awarded of this agreement.
- D. "Case Management Services" refers to all of the following various categories of services:
- Mental Health
  - Substance Abuse
  - Housing
  - Employment
  - Children
  - Intake & Assessment
- E. "CES" refers to the Coordinated Entry System in the County of Riverside.
- F. "CoC" refers to the Riverside County Continuum of Care.
- G. "Coordinated Entry System" or "CES" refers to Riverside County's Coordinated Entry System.
- H. "CoC CORE" refers to the HHPWS Coordination, Oversight, Reporting and Evaluation Unit.
- I. "CONTRACTOR" refers to Coachella Valley Association of Governments including its employees, agents, representatives, subcontractors and suppliers providing services under this Agreement.
- J. "COUNTY" and/or "HHPWS" refers to the County of Riverside and its Department of Housing, Homelessness Prevention and Workforce Solutions Department, which has administrative responsibility for this Agreement. HHPWS and COUNTY are used interchangeably in this Agreement.
- K. "Critical Incident" refers to any event that jeopardizes the safety of Participants, staff or facilities. Events may include, but are not limited to, physical altercations, fires, mandated reportable events (e.g. child abuse), etc.
- L. "Crisis Stabilization Housing" or "CSH" refers to sites that will temporarily house homeless individuals & families providing them with intensive case management to assist them in moving into permanent housing (market rate, subsidized, etc.) as quickly as possible.
- M. "Emergency Shelter" refers to any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and

which does not require occupants to sign leased or occupancy agreements, as defined per 24 CFR 576.2.

- N. "HHPWS" refers to the Department of Housing, Homelessness Prevention and Workforce Solutions which has administrative responsibility for this Agreement; for purpose of this Agreement, "HHPWS" and "COUNTY" may be used interchangeably.
- O. "HMIS" refers to the Riverside County Homeless Management Information System.
- P. "Homeless" refers to homeless as defined in 24 CFR 576.2.
- Q. "Overnight Shelter Services" or "OSS" refers to sites that will provide low barrier relief from extreme weather conditions for unsheltered individuals.
- R. "Participant(s)" refers to an individual(s) or family(ies) who is assisted under the Program.
- S. "Permanent Housing" refers to permanent housing and permanent supportive housing as defined in 24 CFR 578.3.
- T. "SUBCONTRACTOR" refers to any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the CONTRACTOR or another SUBCONTRACTOR.
- U. "West Valley Housing Navigation Program" refers to Housing Navigation Program services in the western Coachella Valley that primarily serves the cities of Desert Hot Springs, Palm Springs, Cathedral City, Rancho Mirage, and Palm Desert along with the Riverside County unincorporated areas surrounding these cities.

2. DESCRIPTION OF SERVICES

CONTRACTOR shall provide all services as outlined and specified in Schedule B, Scope of Services, Attachment I – Assurance of Compliance, Attachment II – Forms 2076A, 2076B & Instructions, all of which are attached hereto and incorporated herein as referenced.

3. PERIOD OF PERFORMANCE

This Agreement is effective July 1, 2021 ("Effective Date") and continues in effect through June 30, 2022, with four (4) one-year renewal options unless terminated earlier. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter until the end of the period of performance. COUNTY and CONTRACTOR agree that all services provided to the Target Population are estimated to be, and shall be, fully performed on or before the expiration date of the Agreement, as needed by the parties with written approval from HHPWS.

4. COMPENSATION

COUNTY shall pay CONTRACTOR for services performed, products provided, or expenses incurred in accordance with Schedule A, "Payment Provisions." COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

HHPWS obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made.

6. TERMINATION FOR CONVENIENCE

- A. COUNTY may terminate this Agreement without cause upon giving thirty (30) days written notice served on CONTRACTOR stating the extent and effective date of termination.
- B. After receipt of the notice of termination, CONTRACTOR shall:
  - (1) Stop all work under this Agreement on the date specified in the notice of termination; and
  - (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.
- C. After termination, COUNTY shall make payment only for CONTRACTOR'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 CONTRACTOR refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure, Cause shall include, but is not limited to:
  - (1) CONTRACTOR's failure to comply with the terms or conditions of this Agreement;
  - (2) Use of, or permitting the use of funds provided under this Agreement for any ineligible activities;
  - (3) Any failure to comply with the deadlines set forth in this Agreement;
  - (4) Violation on any federal or state laws or regulations; or
  - (5) Withdrawal of HCD'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 CONTRACTOR from applying for future funds;
  - (2) Revoke any other existing award(s) to the CONTRACTOR;
  - (3) Require the return of any unexpended funds disbursed under this Agreement;
  - (4) Require repayment of funds disbursed and expended under this Agreement;
  - (5) Require the immediate return to COUNTY of all funds derived from the use of 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 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, CONTRACTOR shall:
  - (1) Stop all work under this Agreement on the date specified in the notice of termination; and
  - (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which if the Agreement had been completed or continued, would be required to be furnished to COUNTY.
- D. 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 authorized representatives of the parties. Any waiver by COUNTY of any breach of any provision of the terms and conditions herein shall not be deemed, for any purpose, to be a waiver of any subsequent or other breach of the same or any other term of this Agreement. Failure of COUNTY to require exact, full and complete compliance with any term of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.

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

CONTRACTOR agrees that all materials, reports, or products, in any form including electronic, created by CONTRACTOR for which CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR/ CONFLICT OF INTEREST

- A. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform the COUNTY of all CONTRACTOR's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.
- B. CONTRACTOR shall not, under 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 CONTRACTOR is doing business or proposing to do business, in fulfilling this Agreement.
- C. CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.
- D. CONTRACTOR 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 CONTRACTOR performance through any combination of on-site visits, inspections, evaluations, and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items. CONTRACTOR shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.
- B.
- B. CONTRACTOR agrees that COUNTY, or their designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. CONTRACTOR agrees to provide COUNTY, or their designees, with any relevant information requested. CONTRACTOR agrees to permit COUNTY, 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 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), program guidance document published on the website, and this Agreement. CONTRACTOR 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 CONTRACTOR shall provide, at CONTRACTOR's own expense, a financial audit prepared by a certified public accountant. 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 CONTRACTOR 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 CONTRACTOR is responsible for the completion of audits and all costs of preparing audits.

- (4) If there are audit findings, the CONTRACTOR 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. CONTRACTOR 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; 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. CONTRACTOR shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning person receiving services pursuant to this Agreement. CONTRACTOR shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement. CONTRACTOR shall comply with Welfare and Institutions Code Section (WIC) 10850.
- C. CONTRACTOR shall take special precautions, including but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- D. CONTRACTOR shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. HOLD HARMLESS/INDEMNIFICATION

- A. CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.
- B. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice, subject to the approval of COUNTY which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or

compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

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

#### 14. INSURANCE

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



authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

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

15. **WORKER'S COMPENSATION**

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

16. **VEHICLE LIABILITY**

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

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 CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

18. **INDEPENDENT CONTRACTOR**

The CONTRACTOR 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 CONTRACTOR (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 CONTRACTOR's employees from the compensation payable to CONTRACTOR under this Agreement. There shall be no employer-employee relationship between the parties and CONTRACTOR 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 CONTRACTOR 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.

19. PROFESSIONAL LIABILITY

CONTRACTOR shall 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 CONTRACTOR shall 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 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.

20. USE BY POLITICAL ENTITIES

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

21. LICENSES AND PERMITS

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

22. NO DEBARMENT OR SUSPENSION

A. CONTRACTOR is not eligible to receive grant funds if CONTRACTOR is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

B. CONTRACTOR certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission

of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated herein; and has not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

23. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

CONTRACTOR shall comply with all applicable state and federal laws, rules, regulations, requirements, and directives which impose duties and regulations upon COUNTY as though made with CONTRACTOR directly that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, federal, state, and local housing and building codes and any applicable COUNTY policies and procedures, including but not limited to:

- a. County of Riverside Continuum of Care Written Standards:  
<https://www.harivco.org/Portals/0/Documents/coc-written-standards-amended-82218.pdf?ver=2020-08-07-153345-780>
- b. County of Riverside Continuum of Care Board of Governance Charter:  
<https://www.harivco.org/Portals/0/Governance%20Charter%20Amended%2010-28-2021.pdf>
- c. County of Riverside Continuum of Care Homeless Management Information System (HMIS) Charter:  
<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>

In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

24. 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 requirements.
- B. CONTRACTOR 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 CONTRACTOR until it is corrected.

26. EMPLOYMENT PRACTICES

- A. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.
- B. CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement and, if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, "domestic partner" means one of two persons who have filed

a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

- D. By signing this Agreement or accepting funds under this Agreement, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

27. CHILD SUPPORT COMPLIANCE ACT

- A. The CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

28. DRUG FREE WORKPLACE CERTIFICATION

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

- (1) Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355 (a)(1).
- (2) Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. CONTRACTOR'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 CONTRACTOR'S drug-free policy statement; and,
- b. Will agree to abide by terms of SUBRECIPIENT'S condition of employment or Subcontract.

27. PERSONNEL

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

C. Background Checks

CONTRACTOR shall conduct criminal background record checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Participants, CONTRACTOR shall have received a criminal record 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.
- F. In the event that SUBRECIPIENT enters into Subcontracts with subcontractors, as provided herein, SUBRECIPIENT shall Expend one hundred percent (100%) of funds by June 30, 2022.

### 31. LOBBYING

- A. CONTRACTOR certifies no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the underlying federal contract, grant, loan, or cooperative agreement, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. CONTRACTOR shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this Agreement and that all CONTRACTOR's subcontractors shall certify and disclose accordingly.

### 31. ADVERSE GOVERNMENT ACTION

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

32. SUPPLANTATION

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

33. ASSIGNMENT

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

34. FORCE MAJEURE

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

35. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court 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.

36. DISPUTES

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

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

37. ADMINISTRATIVE/CONTRACT LIAISON

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

38. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

CONTRACTOR shall complete the "Assurance of Compliance with Riverside County Department of Housing, Homelessness Prevention and Workforce Solutions Non-Discrimination in State and Federally Assisted Programs," attached as Attachment I.

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

**B. Participant Complaints**

CONTRACTOR 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 CONTRACTOR's personnel. CONTRACTOR 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:

Program Manager  
 Riverside County Department of Housing, Homelessness Prevention and Workforce Solutions  
 3403 10<sup>th</sup> Street, Suite 300  
 Riverside CA. 92501

**C. Services, Benefits and Facilities**

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

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

**D. Cultural Competency**

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

39. NOTICES

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

COUNTY:

Department of Housing, Homelessness Prevention and Workforce Solutions  
3403 Tenth St. Ste. 300  
Riverside, CA 92501

CONTRACTOR:

Coachella Valley Association of Governments  
Chairman, Executive Committee  
73-710 Fred Waring Drive  
Palm Desert, CA 92260

40. SIGNED IN COUNTERPARTS

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

41. ELECTRONIC SIGNATURES (after SIGNED IN COUNTERPARTS)

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement 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 Agreement. 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. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

42. MODIFICATION OF TERMS

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

43. ENTIRE AGREEMENT

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

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

Authorized Signature for CONTRACTOR:	Authorized Signature for COUNTY:
Printed Name of Person Signing:	Printed Name of Person Signing: Heidi Marshall
Title:	Title: Director
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL

BY: Lisa Sanchez 10/18/2021  
LISA SANCHEZ DATE

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

Authorized Signature for CONTRACTOR:	Authorized Signature for COUNTY:
Printed Name of Person Signing:	Printed Name of Person Signing: Heidi Marshall
Title:	Title: Director
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL

BY: Lisa Sanchez 10/18/2021  
LISA SANCHEZ DATE

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

Authorized Signature for CONTRACTOR:	Authorized Signature for COUNTY:
Printed Name of Person Signing:	Printed Name of Person Signing: Heidi Marshall
Title:	Title: Director
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL

BY: Lisa Sanchez 10/18/2021  
LISA SANCHEZ DATE

Schedule A  
Payment Provisions

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. CONTRACTOR shall be reimbursed by COUNTY, for an amount not to exceed \$359,711 per fiscal year. Said funds shall be spent according to the Budget shown below.

Fiscal Year Period	Maximum Annual Reimbursement Amount
July 1, 2021 through June 30, 2022	\$359,711
July 1, 2022 through June 30, 2023	\$359,711
July 1, 2023 through June 30, 2024	\$359,711
July 1, 2024 through June 30, 2025	\$359,711
July 1, 2025 through June 30, 2026	\$359,711
<b>Total</b>	<b>\$1,798,555</b>

- b. One-Twelth (1/12) Reimbursement Rate

The CONTRACTOR shall be paid \$29,975 per month for eleven (11) months, July through May, and \$29,986 for the month of June.

- c. CONTRACTOR shall be reimbursed for eligible costs only. CONTRACTOR shall submit claims for reimbursement of eligible costs on a monthly basis no later than thirty (30) days after the end of each month in which the costs were incurred. Each claiming period shall consist of a calendar month.
- d. With each claim for reimbursement of eligible costs, CONTRACTOR shall submit:
  - 1. Forms 2076A and 2076B, examples of which are attached hereto as Attachment II and incorporated herein by this reference;
  - 2. The required supporting documentation set forth in Attachment II, Supporting Documentation Instructions, attached hereto and incorporated herein by this reference. If the required supporting documentation is not provided, COUNTY may delay payment until the documentation is received by COUNTY. 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.
- e. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- f. All Program funds shall be expended by the termination date of this Agreement

A.3 WITHHELD PAYMENTS

Payments to CONTRACTOR may be withheld by COUNTY if CONTRACTOR fails to comply with any provision of this Agreement.

A.4 DISALLOWANCE

If CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with this Agreement, CONTRACTOR shall be required to promptly reimburse these funds to COUNTY and shall be prohibited from submitting to COUNTY reimbursement

requests for subsequent Program funds until COUNTY is fully reimbursed or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

If it is determined that a CONTRACTOR falsified any certification, RFP information, financial, or contract report, CONTRACTOR shall be required to reimburse the full amount of the Program award to COUNTY, and may be prohibited from any further participation in the Program. COUNTY may impose any other actions permitted by law.

**A.5 FISCAL ACCOUNTABILITY**

- a. CONTRACTOR agrees to manage funds received through COUNTY in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; and adhere to accounting standards established in 2 CFR Part 200.
- b. CONTRACTOR must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, CONTRACTOR must develop an accounting procedure manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.

**A.6 BUDGET MODIFICATION, BUDGET AMENDMENT, AND OTHER AMENDMENT**

CONTRACTOR is expected to implement the agreed services and activities and meet all performance and financial outcomes as planned and agreed in this agreement. CONTRACTOR shall make no changes to the budget without first obtaining written approval from the HHPWS. Any budget amendments must be requested by the CONTRACTOR in writing. In the event it is deemed necessary to conduct budget modification, budget amendment and/or any other amendment of this agreement, they are permissible with HHPWS written approval and best formally requested in writing at least six (6) months prior to the end of the Period of Performance.

- 1. Budget Modification, Budget Amendment and/or any other Amendment of Agreement for Convenience may be conducted based on mutual agreement between the COUNTY and CONTRACTOR and written approval from HHPWS with no negative effect for both parties under the authority of HHPWS.
- 2. Budget Modification, Budget Amendment and/or any other Amendment of Agreement for Cause may be conducted based on mutual agreement between the COUNTY and CONTRACTOR and written approval from HHPWS. Any Cause due to CONTRACTOR's inability to implement the agreed services and/or activities to meet all performance and financial outcomes as planned and agreed in this agreement will become Finding(s) in the monitoring/auditing process and lead to any related effects such as project scoring, evaluation, consideration for future funding opportunities.

**A.7 FINAL REIMBURSEMENT**

Unless approved by HHPWS in writing, all final requests for reimbursement of authorized expenditures under this Grant must be submitted to HHPWS no later than the expiration date of the Agreement.

Schedule B  
Scope of Services

## B.1 GENERAL REQUIREMENTS

CONTRACTOR shall adhere to all applicable provisions outlined in and CONTRACTOR shall cooperate with COUNTY in fulfilling its obligations under. In addition, CONTRACTOR shall:

- a. Be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. CONTRACTOR shall also provide Participant linkages to other sources of support. CONTRACTOR shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- b. Participate in and accept its Participant referrals from the CoC CES. The CES is a part of the Riverside County CoC's cohesive and integrated housing crisis response system with existing programs, bringing them together into a "no-wrong-door" system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals. CES participation is a federal and state requirement under HEARTH Act 2009, 24 CFR parts 91 and 576; 24 CFR 576.400(d); and 25 CCR Section 8409.
- c. Agree to participate in the HMIS.
  1. HMIS security policies and procedures, and entering required Participant 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 CONTRACTOR access to use the HMIS software for the term of this Agreement.
  3. CONTRACTOR shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside CoC HMIS Policies and Procedures Manual, which is located on the County of Riverside CoC website: <https://www.harivco.org/HomelessManagementInformationSystem/tabid/237/Default.aspx>.
  4. CONTRACTOR must maintain a valid HMIS End User Agreement on file with the COUNTY, which is located on the County of Riverside CoC website: <https://www.harivco.org/HomelessManagementInformationSystem/tabid/237/Default.aspx>.

## B.2 CONTRACTOR RESPONSIBILITIES

CONTRACTOR shall coordinate and oversee the following to ensure that all SUBCONTRACTORS are meeting the provisions described below:

1. Assign staff to be liaison between the CONTRACTOR and HHPWS.
2. Provide the services as described in Exhibit A, attached hereto and incorporated herein by this reference.
3. Register its agency and/or program, as funded by HHPWS, with 2-1-1 Riverside County, by faxing the 2-1-1 registration forms attached hereto as Attachment V and Attachment VI, respectively, and incorporated herein by this reference, to (951) 686-7417. Registration

is to take place at the time of execution of this Agreement, and updated on a quarterly basis, at minimum, if agency and/or program changes occur through the term of this Agreement.

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

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

**B. REPORTING**

1. The CONTRACTOR will ensure that SUBCONTRACTORS participate in and utilize the Homeless Management Information System (HMIS). Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, and entering required Client data, according to the HMIS written standards policies and timelines, which is located on the CoC CORE Region website.
2. The CONTRACTOR will ensure that SUBCONTRACTORS using HMIS for Client intake capture all Universal Data Elements (UDE) as set forth in the Riverside County's CoC HMIS Policies and Procedures Manual, which is located on the HHPWS CoC CORE Region website  
HHPWS retains the rights to the HMIS and case management software application used in the operations of this property. HHPWS grants the CONTRACTOR a non-exclusive perpetual license to use the HMIS software for the term of this Agreement.
3. Assist HHPWS in obtaining Midyear and End of Year reporting information that may include, but not be limited to:
  - a. Total number of clients that received Social Security.
  - b. Total number of clients that received CalFresh benefits.
  - c. Total number of clients that attained employment
  - d. Total number of clients that had an increase in income.

**B.3 REPORTING**

CONTRACTOR shall submit reports, as requested by COUNTY in order for COUNTY to comply with its reporting requirements set forth in Standard Agreement.



ATTACHMENT I  
Assurance of Compliance

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

Coachella Valley Association of Governments  
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; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

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

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

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

\_\_\_\_\_  
Date

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

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

CR50-Vendor Assurance of Compliance

ATTACHMENT II  
2076A, 2076B & INSTRUCTIONS

COUNTY OF RIVERSIDE

CONTRACTOR PAYMENT REQUEST

To: Riverside County  
Department of Housing,  
Homelessness Prevention and  
Workforce Solutions  
3403 10<sup>th</sup> St. Ste 300  
Riverside, CA 92501

From: CONTRACTOR  
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

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

List each item as outlined in contract budget.

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
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HHPWS 2076B (8/03) Contract Expenditure Report

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include HHPWS 2076A, 2076B (if required). invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of HHPWS 2076A.  
[see method, time, and schedule/condition of payments].  
(Please type or print information on all HHPWS Forms.)

HHPWS 2076A  
CONTRACTOR PAYMENT REQUEST

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

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

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

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

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

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

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

"Authorized Signature, Title, and Date (CONTRACTOR's)  
Self-explanatory (required). Original Signature needed for payment.  
EVERYTHING BELOW THE THICK SOLID LINE IS FOR HHPWS USE ONLY AND SHOULD BE LEFT BLANK.

### Homeless Shelter Program

**SHELTER:**

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

	First Name	Last Name	Signature	Date of Birth	Last 4 digits of Social Security Number
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

Project Name: \_\_\_\_\_

File No.: \_\_\_\_\_

**EMERGENCY SHELTER GRANT PROGRAM  
HOMELESSNESS ELIGIBILITY CERTIFICATION**

Project Year \_\_\_\_\_

Please Print  
Name: \_\_\_\_\_

Address  
or Mailing Address: \_\_\_\_\_

City & State: \_\_\_\_\_ Zip \_\_\_\_\_

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

\_\_\_ Homeless

or

\_\_\_ Domestic Violence

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

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

**Single race category**

White

American Indian/Alaskan Native

Black/African American

Native Hawaiian/Other Pacific Islander

Asian

**Multi-race category**

American Indian/Alaskan Native & White

Asian & White

Black/African American & White

Hispanic/White

Hispanic/Black/African American

Hispanic/Asian

Hispanic/American Indian/Alaskan Native

Hispanic/Asian & White

Hispanic/Native Hawaiian/Other Pacific Islander

Hispanic/Black/African American & White

Hispanic/American Indian/Alaskan Native & White

American Indian/Alaskan Native & Black/African American

Hispanic/American Indian/Alaskan Native & Black/African American

Other Multi-race (ONLY if non-of-the-above categories identifies you).

4) **CERTIFICATION:**

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

Project Name: \_\_\_\_\_

File No.: \_\_\_\_\_

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

Nombre: \_\_\_\_\_

Direccion o la Direccion Postal: \_\_\_\_\_

Ciudad y Estado: \_\_\_\_\_ Codigo Postal \_\_\_\_\_

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

- \_\_\_ Sin Hogar
- or
- \_\_\_ Violencia doméstica

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

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

**Categoría de raza individual**

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

**Categoría de Multi-raza**

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

4) **BENEFICIARIO:**

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

Project Name: \_\_\_\_\_

File No.: \_\_\_\_\_

**ESG Desk Guide Glossary**

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

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

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



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



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

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

Agency Name: \_\_\_\_\_

List Aliases/ known abbreviations/ other names: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Confidential location:  Yes  No

Handicap accessible?  Yes  No

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Main Phone: \_\_\_\_\_ Alternative Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ TDD/TYY: \_\_\_\_\_

Hotline: \_\_\_\_\_ Other: \_\_\_\_\_

Website: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Legal Status**

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

**Tax Classification:**

Year of Incorporation: \_\_\_\_\_

Office Days and Hours: \_\_\_\_\_

Eligibility/ Target Population:

Agency Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Languages spoken other than English: \_\_\_\_\_

Fees

- No Cost
- Vary
- Low Cost
- Other \_\_\_\_\_
- Sliding Fee
- Donation

Method of Payment

- Medi-Cal
- Cash
- Credit Cards
- Personal Check

Personnel

Agency Director: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

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Submitted by: \_\_\_\_\_

Phone: \_\_\_\_\_

Date : \_\_\_\_\_



Volunteer Center of Riverside

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

Agency Information  
 Page 2 of 2  
 Please complete both pages

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



Riverside County Community Services Directory  
PROGRAM INFORMATION FORM

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

Agency Name: \_\_\_\_\_

Program Name: \_\_\_\_\_

List Aliases/ known abbreviations/ other names: \_\_\_\_\_

Program Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Confidential location:  Yes  No

Handicap accessible?  Yes  No

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Program Phone: \_\_\_\_\_ Alternative Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ TDD/TYY: \_\_\_\_\_

Hotline: \_\_\_\_\_ Other: \_\_\_\_\_

Website: \_\_\_\_\_

E-mail: \_\_\_\_\_

Program Days and Hours: \_\_\_\_\_

Program Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Eligibility/Target Population: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Intake/Application Procedure:

- Phone       Appointment required       Walk-in       Referral needed
- Mail       Other \_\_\_\_\_

Documents Required: \_\_\_\_\_

Areas Served: (Please indicate specific areas program services)

Regions

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

Cities: \_\_\_\_\_

Zip Codes: \_\_\_\_\_

Fees:

- No Cost       Low Cost       Sliding Fee       Donation
- Vary       Other \_\_\_\_\_

Method of Payment

- Medi-Cal     Cash       Credit Cards     Personal Check

Languages spoken other than English: \_\_\_\_\_

Personnel

Program Director: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Submitted by: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_



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

Program Information  
 Page 2 of 2  
 Please complete both pages