

SUBMITTAL TO THE BOARD OF COMMISSIONERS  
HOUSING AUTHORITY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 10.2  
(ID # 25043)

MEETING DATE:

Tuesday, June 11, 2024

FROM : HOUSING AUTHORITY

**SUBJECT:** HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE (HACR): Approve the Form of the Subrecipient Agreement by and between HACR and Path of Life Ministries for Emergency Homeless Shelter Services to Implement a Santa Ana River Bottom Shelter Program for Unsheltered Individuals Experiencing Homelessness and Authorize the Executive Director of Authority to Execute the Agreement; Districts 1 and 2. [Total Cost: \$547,500; 100% State Funding]

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

1. Approve the form of the Subrecipient Agreement by and between the Housing Authority of the County of Riverside and Path of Life Ministries for Emergency Shelter Services (Agreement) for the Path of Life Santa Ana River Bottom Shelter Program to provide 24-hour shelter services for an amount not to exceed \$547,500 for the period beginning upon full execution of the Agreement through June 30, 2025;

Continued on Page 2

**ACTION:Policy**

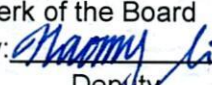
  
Heidi Mitchell, Director of Housing & Homelessness Prevention 5/29/2024

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**MINUTES OF THE BOARD OF COMMISSIONERS**

On motion of Commissioner Gutierrez, seconded by Commissioner Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington and Gutierrez  
Nays: None  
Absent: Perez  
Date: June 11, 2024  
xc: Housing Authority

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF COMMISSIONERS HOUSING AUTHORITY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

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

2. Authorize the Executive Director of the Housing Authority of the County of Riverside (Authority), charged with the responsibility of implementing the Agreement and associated program, to execute an Agreement, substantially conforming in form and substance to the attached Agreement, on behalf of the County, as approved as to form by General Counsel; and
3. Authorize the Executive Director of Authority, or designee, charged with the responsibility of administering and implementing the Encampment Resolution Funding for the Santa Ana River Bottom, based on the availability of funding and as approved as to form by General Counsel to: (a) sign amendments to the Agreement that make modifications to the scope of services that stay within the intent of the agreements; and (b) sign amendments to the compensation provision of the agreement that do not exceed any additional grant amount awarded by State of California Business, Consumer Services and Housing Agency (BCSH).

<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>	\$547,500	\$0	\$547,500	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> State of California Funding 100%			<b>Budget Adjustment:</b> No	
			For Fiscal Year: 2023/2024	

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

**BACKGROUND:**

**Summary**

The Housing Authority of the County of Riverside (HACR), in partnership with Path of Life Ministries (POLM), will operate a low-barrier shelter program for individuals residing in the Santa Ana River Bottom (SARB) and pre-pay for ten (10) beds for a duration of one year, along with providing enhanced supportive services. The shelter will be located at POLM's Community Shelter, 2840 Hulen Place, Riverside, CA 92507.

Historically, HACR has contracted with POLM to provide an Emergency Cold Weather Shelter Program in the early months of the year. This funding will be used to pre-pay to reserve 10 beds, and it will be supported through the Encampment Resolution Funding Allocation (ERF) for the SARB. HACR desires to reserve the beds for a full year for individuals who are residing in the SARB and seeking permanent supportive housing. Pre-paying to reserve beds will secure a warm and sheltered space for the individual and create a streamlined process to immediately connect clients to services.

HACR recognizes the significance of offering supportive services to break the cycle of homelessness and to address the root causes. Staff members at the emergency shelter will play a crucial role in helping individuals establish a long-term housing plan. POLM will aid in

**SUBMITTAL TO THE BOARD OF COMMISSIONERS HOUSING AUTHORITY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

connecting participants with essential services, including mental health support, substance use counseling, healthcare linkages, and workforce connections among others. Existing County teams will also be leveraged to help support the needs of the program. The goal of the program will be to link every participant to housing. Participants will be allowed to house their personal pets at the kennel at the Riverside Access Center, and they will have 24-hour access to their pets.

**Impact on Residents and Businesses**

This project will have a positive impact for both residents and businesses of Riverside County. These programs offer vital survival resources for unsheltered individuals who are experiencing homelessness in Riverside County. Shelter partners provide a safe, secure shelter and hot meals.

**SUPPLEMENTAL:**

**Contract History and Price Reasonableness**

In accordance with Ordinance 459, this contract is exempt from the 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.

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

**ATTACHMENT:**

- Form of Subrecipient Agreement with Path of Life Ministries

  
Brianna Lontajo, Principal Management Analyst 6/5/2024

  
Aaron Gettis, Chief of Deputy County Counsel 5/30/2024

**Subrecipient Agreement**

**by and between**

**The Housing Authority County of Riverside**

**and**

**Path of Life Ministries**

**for**

**Emergency Homeless Shelter Services**



**Housing Authority County of Riverside  
5555 Arlington Avenue  
Riverside, CA 92504**

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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 – Supporting Documentation Instructions

This Agreement is made and entered into beginning upon full execution of the Agreement by and between Path of Life Ministries, a California nonprofit public benefit corporation (herein referred to as, "SUBRECIPIENT"), and the Housing Authority of the County of Riverside, a public body corporate and politic, (herein referred to as "AUTHORITY"). The parties agree as follows:

1. DEFINITIONS

- A. "Agreement" refers to the terms and conditions, schedules, attachments, and exhibits included herein.
- B. "Bed Night" refers to one bed per Client per night.
- C. "Case Management Services" refers to all of the following various categories of services:
- Mental Health
  - Substance Abuse
  - Housing
  - Employment
  - Children
  - Intake & Assessment
- D. "CES" refers to the Coordinated Entry System in the County of Riverside.
- E. "CoC" refers to the Riverside County Continuum of Care.
- F. "AUTHORITY" or "HACR" refers to the Housing Authority of the County of Riverside, which has administrative responsibility for this Agreement. HACR and AUTHORITY are used interchangeably in this Agreement.
- G. "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.
- H. "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.
- I. "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.
- J. "HACR" refers to the Housing Authority of the County of Riverside which has administrative responsibility for this Agreement; for purpose of this Agreement, "HACR" and "AUTHORITY" may be used interchangeably.
- K. "HMIS" refers to the Riverside County Homeless Management Information System.
- L. "Homeless" refers to homeless as defined in 24 CFR 576.2.
- M. "Participant(s)" refers to an individual(s) or family(ies) who is assisted under the Program.

- N. "Permanent Housing" refers to permanent housing and permanent supportive housing as defined in 24 CFR 578.3.
- O. "SUBRECIPIENT" refers to the SUBRECIPIENT including its employees, agents, representatives, subcontractors and suppliers providing services under this Agreement.
- P. "SUBCONTRACTOR" refers to any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the SUBRECIPIENT or another SUBCONTRACTOR.

2. DESCRIPTION OF SERVICES

SUBRECIPIENT 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 beginning upon full execution of the Agreement (the "Effective Date") and continues in effect through June 30, 2025, unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter until the end of the period of performance. AUTHORITY and SUBRECIPIENT agree that all services provided to the Target Population are estimated to be, and shall be, fully performed by June 30, 2025.

4. COMPENSATION

AUTHORITY shall pay SUBRECIPIENT for services performed, products provided, or expenses incurred in accordance with Schedule "A", "Payment Provisions." AUTHORITY 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, AUTHORITY shall not be responsible for payment of any of SUBRECIPIENT'S expenses related to this Agreement.

A. AUTHORITY shall pay the SUBRECIPIENT for services performed, products provided, and expenses incurred in accordance with Schedule A, "Payment Provisions." Maximum payment by AUTHORITY to SUBRECIPIENT for the services provided herein shall not exceed FIVE HUNDRED FORTY-SEVEN THOUSAND AND FIVE HUNDRED DOLLARS, (\$547,500), including all expenses. AUTHORITY shall not be responsible for any fees or costs incurred above or beyond the aforementioned contracted amount and AUTHORITY shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by AUTHORITY.

B. SUBRECIPIENT shall be paid only in accordance with an invoice submitted to AUTHORITY by SUBRECIPIENT. AUTHORITY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to SUBRECIPIENT only after services have been rendered or delivery of materials or products, and acceptance has been made by AUTHORITY. Only eligible costs directly incurred during the coordination of activities listed in Schedule "A" will be eligible for reimbursement. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Housing Authority of the County of Riverside  
5555 Arlington Avenue, Riverside, CA 92504  
ATTN: Gina Marasco  
(951) 343-5410

a) SUBRECIPIENT may submit a monthly invoice for actual expenses incurred in providing the contracted services each month along with appropriate documentation of expenditures. AUTHORITY shall reimburse the SUBRECIPIENT for all documented expenses deemed acceptable which are in accordance with Schedule "A".

b) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work (receipts, copies of checks issued, timecards, hourly rate and extensions, if applicable); and an invoice total.

c) SUBRECIPIENT shall also submit a monthly report of activities conducted with each invoice, as a condition of reimbursement.

d) In accordance with California Government Code Section 926.10, AUTHORITY is not allowed to pay excess interest and late charges.

C. SUBRECIPIENT agrees that if, during the term of this Agreement, AUTHORITY determines that the maximum payment amount will not be totally expended, AUTHORITY reserves the right to reduce the maximum payment amount as determined by a review of the invoices received to date. Reductions will be made to this Agreement only by a written amendment signed by authorized representatives of both parties.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

AUTHORITY'S obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of AUTHORITY funding from which payment can be made. No legal liability on the part of the AUTHORITY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, AUTHORITY shall immediately notify SUBRECIPIENT in writing, and this Agreement shall be deemed terminated and have no further force and effect.

6. TERMINATION FOR CONVENIENCE

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

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

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

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

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

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

7. TERMINATION FOR CAUSE

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

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



- (2) Use of, or permitting the use of 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 AUTHORITY in law or equity for breach of this Agreement, AUTHORITY may:

- (1) Bar the SUBRECIPIENT from applying for future funds;
- (2) Revoke any other existing award(s) to the SUBRECIPIENT;
- (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 AUTHORITY 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, SUBRECIPIENT shall:

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

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

E. The rights and remedies of AUTHORITY 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 AUTHORITY 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 AUTHORITY 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 AUTHORITY from enforcing the terms of this Agreement.

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

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

10. CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST

- A. SUBRECIPIENT covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with SUBRECIPIENT'S performance under this Agreement. SUBRECIPIENT further covenants that no person or subcontractor having any such interest shall be employed or retained by SUBRECIPIENT under this Agreement. SUBRECIPIENT agrees to inform the AUTHORITY of all SUBRECIPIENT'S interest, if any, which are or may be perceived as incompatible with AUTHORITY'S interests.
- B. SUBRECIPIENT shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom SUBRECIPIENT is doing business or proposing to do business, in fulfilling this Agreement.
- C. SUBRECIPIENT or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to AUTHORITY employees.
- D. SUBRECIPIENT and its employees shall comply with all applicable provisions of federal and state laws pertaining to conflict of interests, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq., Government Code section 1090, and Public Contract Code sections 10410 and 10411.

11. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by AUTHORITY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting SUBRECIPIENT performance through any combination of on-site visits, inspections, evaluations, and SUBRECIPIENT self-monitoring. SUBRECIPIENT shall cooperate with any inspector or AUTHORITY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items. SUBRECIPIENT shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit AUTHORITY or other inspector to assess and evaluate SUBRECIPIENT'S performance at any time, upon reasonable notice to the SUBRECIPIENT.
- B. SUBRECIPIENT agrees that AUTHORITY, or their designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. SUBRECIPIENT agrees to provide AUTHORITY, or their designees, with any relevant information requested. SUBRECIPIENT agrees to permit AUTHORITY, 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. SUBRECIPIENT further agrees to retain all records described in this paragraph for a minimum of five (5) years after the termination of this Agreement. If any litigation, claim negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

- C. AUTHORITY reserves the right to perform or cause to be performed a financial audit. At AUTHORITY'S request, the SUBRECIPIENT shall provide, at SUBRECIPIENT'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 AUTHORITY, the audit shall be performed by an independent certified public accountant.
  - (2) The SUBRECIPIENT shall notify AUTHORITY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by AUTHORITY to the independent auditor's working papers.
  - (3) The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.
  - (4) If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to AUTHORITY for each finding within ninety (90) days from the date of the audit finding report.

12. CONFIDENTIALITY

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

other than AUTHORITY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by AUTHORITY.

13. HOLD HARMLESS/INDEMNIFICATION

- A. SUBRECIPIENT shall indemnify and hold harmless the Housing Authority of the County of Riverside, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, Board of Commissioners, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of SUBRECIPIENT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. SUBRECIPIENT shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions, or services.
- B. With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their own choice, subject to the approval of AUTHORITY 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 AUTHORITY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUBRECIPIENT indemnification to Indemnitees as set forth herein.
- C. SUBRECIPIENT'S obligation hereunder shall be satisfied when SUBRECIPIENT has provided to AUTHORITY the appropriate form of dismissal relieving AUTHORITY from any liability for the action or claim involved.
- D. The specified insurance limits required in this Agreement shall in no way limit or circumscribe SUBRECIPIENT'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

14. INSURANCE

- A. Without limiting or diminishing SUBRECIPIENT'S obligation to indemnify or hold AUTHORITY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, AUTHORITY herein refers to the Housing Authority of the County of Riverside, 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 of Riverside's Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- C. SUBRECIPIENT'S 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

AUTHORITY, and at the election of the County's Risk Manager, SUBRECIPIENT'S carriers shall either; 1) reduce or eliminate such self-insured retentions as respects to this Agreement with AUTHORITY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- D. SUBRECIPIENT shall cause their insurance carrier(s) to furnish AUTHORITY 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 AUTHORITY 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 AUTHORITY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. SUBRECIPIENT shall not commence operations until AUTHORITY 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 SUBRECIPIENT'S insurance shall be construed as primary insurance, and AUTHORITY'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, AUTHORITY 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 of Riverside's Risk Manager's reasonable judgment, the amount or type of insurance carried by SUBRECIPIENT has become inadequate.
- G. SUBRECIPIENT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to the County of Riverside's Risk Manager.
- I. SUBRECIPIENT agrees to notify AUTHORITY 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 SUBRECIPIENT has employees as defined by the State of California, SUBRECIPIENT 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 SUBRECIPIENT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name AUTHORITY as Additional Insured.

17. COMMERCIAL GENERAL LIABILITY

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

18. INDEPENDENT CONTRACTOR

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

19. PROFESSIONAL LIABILITY

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

20. USE BY POLITICAL ENTITIES

The SUBRECIPIENT agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County 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 SUBRECIPIENT; and AUTHORITY shall in no way be responsible to SUBRECIPIENT for other entities' purchases.

21. LICENSES AND PERMITS

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

22. NO DEBARMENT OR SUSPENSION

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

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

23. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements, and directives which impose duties and regulations upon AUTHORITY as though made with SUBRECIPIENT 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 AUTHORITY 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 SUBRECIPIENT shall comply with the more restrictive law or regulation.

24. INSPECTIONS

- A. The AUTHORITY shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the requirements.
- B. SUBRECIPIENT shall correct all work that is determined based on such inspections not to conform to the applicable requirements and AUTHORITY shall withhold payments to the SUBRECIPIENT until it is corrected.

25. RESERVED

26. EMPLOYMENT PRACTICES

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

27. CHILD SUPPORT COMPLIANCE ACT

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



directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

## 28. DRUG FREE WORKPLACE CERTIFICATION

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

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

## 29. PERSONNEL

- A. Upon request by AUTHORITY, SUBRECIPIENT agrees to make available to AUTHORITY 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. AUTHORITY has the sole discretion to approve or not approve any person on the SUBRECIPIENT'S list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult Participants. AUTHORITY shall notify SUBRECIPIENT 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, SUBRECIPIENT shall immediately remove that person from providing services under this Agreement.
- C. Background Checks  
SUBRECIPIENT shall conduct criminal background record checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Participants, SUBRECIPIENT 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. SUBRECIPIENT 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, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. SUBRECIPIENT 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 SUBRECIPIENT'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

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

33. ASSIGNMENT

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of AUTHORITY. Any attempt to assign or transfer any interest without written consent of AUTHORITY 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 AUTHORITY'S Contracting Officer who shall furnish the decision in writing. The decision of AUTHORITY'S Contracting Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. SUBRECIPIENT shall proceed diligently with the performance of this Agreement pending resolution of a dispute.

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

**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**

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

**B. Participant Complaints**

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

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

Civil Rights Complaints should be referred to:  
Deputy Director  
Housing Authority of the County of Riverside  
5555 Arlington Avenue  
Riverside, CA. 92504

C. Services, Benefits and Facilities

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

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

D. Cultural Competency

SUBRECIPIENT shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between 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:

AUTHORITY:


Housing Authority of the County of Riverside  
5555 Arlington Avenue  
Riverside, CA 92504

SUBRECIPIENT:

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

40. **SIGNED IN COUNTERPARTS**  
This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
41. **ELECTRONIC SIGNATURES/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 Path of Life Ministries: <b>FORM</b>	Authorized Signature for AUTHORITY:
Printed Name of Person Signing:	Printed Name of Person Signing: Heidi Marshall
Title:	Title: Executive Director
Date Signed:	Date Signed:
	APPROVED AS TO FORM:  Minh C. Tran General Counsel  _____ Amrit P. Dhillon, Deputy General Counsel

FORM

100

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. SUBRECIPIENT shall be reimbursed by AUTHORITY, for an amount not to exceed \$547,500 Said funds shall be spent according to the Budget shown below.

BUDGET CATEGORY	Total
Emergency Shelter Beds	547,500
<b>Total</b>	<b>547,500</b>

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

- c. SUBRECIPIENT shall be reimbursed for eligible costs only. SUBRECIPIENT 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, SUBRECIPIENT 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 III, Supporting Documentation Instructions, attached hereto and incorporated herein by this reference. If the required supporting documentation is not provided, AUTHORITY may delay payment until the documentation is received by AUTHORITY. AUTHORITY 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. AUTHORITY is the pass-thru agency for these funds. Once a claim is reviewed and approved, AUTHORITY shall submit a Request for Funds to the State. When the requested funds are received from the State, AUTHORITY shall remit payment to the SUBRECIPIENT. 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 SUBRECIPIENT may be withheld by AUTHORITY if SUBRECIPIENT fails to comply with any provision of this Agreement.

A.4 DISALLOWANCE

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



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

A.5 FISCAL ACCOUNTABILITY

- a. SUBRECIPIENT agrees to manage funds received through AUTHORITY 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. SUBRECIPIENT must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, SUBRECIPIENT must develop an accounting procedure manual. Said manual shall be made available to AUTHORITY upon request or during fiscal monitoring visits.

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

SUBRECIPIENT is expected to implement the agreed services and activities and meet all performance and financial outcomes as planned and agreed in this agreement. SUBRECIPIENT shall make no changes to the budget without first obtaining written approval from the HACR. Any budget amendments must be requested by the SUBRECIPIENT 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 HACR 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 AUTHORITY and SUBRECIPIENT and written approval from HACR with no negative effect for both parties under the authority of HACR.
2. Budget Modification, Budget Amendment and/or any other Amendment of Agreement for Cause may be conducted based on mutual agreement between the AUTHORITY and SUBRECIPIENT and written approval from HACR. Any Cause due to SUBRECIPIENT'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 HACR in writing, all final requests for reimbursement of authorized expenditures under this Grant must be submitted to HACR no later than **June 30, 2025**.

## B.1 GENERAL REQUIREMENTS

SUBRECIPIENT shall adhere to all applicable provisions outlined in and SUBRECIPIENT shall cooperate with AUTHORITY in fulfilling its obligations under. In addition, SUBRECIPIENT 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. SUBRECIPIENT shall also provide Participant linkages to other sources of support. SUBRECIPIENT 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. AUTHORITY retains the rights to the HMIS and case management software application used in the operations of this property. AUTHORITY will grant SUBRECIPIENT access to use the HMIS software for the term of this Agreement.
  3. SUBRECIPIENT 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. SUBRECIPIENT must maintain a valid HMIS End User Agreement on file with the AUTHORITY, 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 ten (10) beds available for use as emergency shelter to families experiencing homelessness free of charge in the SUBRECIPIENT'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.
  - 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.

**B.3 REPORTING**

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

**ASSURANCE OF COMPLIANCE WITH  
HOUSING AUTHORITY of the COUNTY OF RIVERSIDE  
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.

\_\_\_\_\_  
Date

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

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

CR50-Vendor Assurance of Compliance

COUNTY OF RIVERSIDE

SUBRECIPIENT PAYMENT REQUEST

To:  
Housing Authority of the County of  
Riverside  
5555 Arlington Ave  
Riverside, CA 92504

From: Path of Life Ministries  
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 _____

HOUSING AUTHORITY of the COUNTY OF RIVERSIDE  
 SUBRECIPIENT EXPENDITURE REPORT (2076B)

SUBRECIPIENT:

ACTUAL EXPENDITURES FOR (MM/YYYY)

CONTRACT #:

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

List each item as outlined in contract budget.

TOTAL BUDGET/EXPENSES				

IN-KIND CASH CONTRIBUTION

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

CLIENT FEES COLLECTED	CURRENT PERIOD	YEAR TO DATE
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**HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE FORMS**

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include HACR 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 HACR 2076A.  
[see method, time, and schedule/condition of payments].  
(Please type or print information on all HACR Forms.)

**HACR 2076A  
SUBRECIPIENT PAYMENT REQUEST**

**"Remit to Name"**

The legal name of your agency.

**"Address"**

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

**"SUBRECIPIENT Name"**

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

**"Contract Number"**

Can be found on the first page of your contract.

**"Amount Requested"**

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

**"Payment Type"**

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

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

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

**"Authorized Signature, Title, and Date (SUBRECIPIENT's)"**

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

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

**SUPPORTING DOCUMENTATION**

The general rule for supporting documentation is that for any program cost that is to be reimbursed (or used as match), provide the invoice which documents that a cost was incurred, and a receipt, or a copy of a check, a check stub, or copy of bank statement to substantiate the amount paid. Supporting documentation must be **legible, clear, and organized**. The COUNTY must be able to tie your request to the amounts claimed after each line item on the Claim Form. Costs can only be reimbursed if they have been included in the original Technical Submission/Application.

Documentation for like line items should be clipped together and identified with a summary sheet or label identifying the Line Item Number or the Activity as listed on the Claim Form A spreadsheet itemizing the expenses, or at a minimum, an adding machine tape showing the expenses with a matching amount on the claim form is helpful. The clearer the information is that you provide, the quicker we will be able to process the claim.

The Fiscal Management Reporting Unit reviews each claim for expenses that are:  
Allowable Allocable Reasonable

**CLAIM DOCUMENTATION REQUIRED BY THE COUNTY**

**RAPID REHOUSING / EMERGENCY SHELTER**

Lease agreement - Must be submitted at time of client entry into the program and each time a lease expires or changes.)

Invoice or documentation of rent amount and due date

Proof of payment (receipt and cancelled check or check stub)

**STAFF (Street Outreach, Rapid Rehousing, Emergency Shelter, HMIS & Admin)**

Program Individual Staff Breakdown form

Time Sheet

Time and Activity Report

Pay Stub or Payroll Report

**EXPENSES (Street Outreach, Rapid Rehousing, Emergency Shelter, HMIS & Admin)**

Invoice or receipt that is dated and has a detailed explanation of charges.

Proof of payment (cancelled check or check stub)



# Time/Activity Report

HUD EMERGENCY SOLUTION GRANT TIME/ACTIVITY REPORT

AGENCY NAME - EMPLOYEE NAME

DATES: (dates for pay period)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL			
RAPID REHOUSING STAFF																																			0.00
Case Mgmt																																			0.00
Housing																																			0.00
Total RRH																																			0.00
HOMELESS PREVENTION SERVICES STAFF																																			0.00
Case Mgmt																																			0.00
Housing																																			0.00
Total HPS																																			0.00
ADMIN STAFF																																			0.00
Admin																																			0.00
Total ADMIN																																			0.00
Non-Project																																			0.00
Total Non-Project																																			0.00
Vacation																																			0.00
Sick																																			0.00
Holiday																																			0.00
Other Paid Time Off																																			0.00
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		

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

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

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

Total Hours	0.00
Total Fringe Hrs	0.00
Difference	0.00
Actual Hrs - RRH	0.00
Actual Hrs - HPS	0.00
Actual Hrs - ADMIN	0.00
Non-Project Hours	0.00