OF THE COUNTY OF YUBA

RESOLUTION AUTHORIZING THE HEALTH AND HUMAN SERVICES DIRECTOR, OR HIS/HER DESIGNEE, TO EXECUTE AND AMEND HOUSING)	RESOLUTION NO.	2020-19
SUPPORT PROGRAM PROPERTY OWNER AGREEMENTS)))	,,	

WHEREAS, the State of California has made funds available through the Department of Social Services (CDSS) for the California Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program under Senate Bill 855 to provide housing support to homeless CalWORKs recipients; and

WHEREAS, the primary goal of the Housing Support Program is to assist eligible Yuba County families in locating, securing and retaining stable housing; and

WHERAS, the Health and Human Services Department of the County of Yuba, through its Public Health Division, is assigned the responsibility of administering the Housing Support Program on behalf of the County; and

WHEREAS, the Health and Human Services Department will use Housing Support funding to reimburse Property Owners with rental housing unit(s) located within Yuba County to make necessary repairs to make housing unit(s) habitable and will guarantee housing unit(s) are rented to families who have been accepted as participants in the Yuba County Housing Support Program; and

WHEREAS, it is necessary for the Health and Human Services Department to enter into multiple agreements with various private entities to secure housing unit(s) for the Housing Support Program; and

III

///

WHEREAS, it is in the interest of efficient and effective county government to have a Resolution of the Board of Supervisors authorizing the Health and Human Services Department Director, or his/her designee, on behalf of the County of Yuba, to execute and amend, as needed, the Housing Support Program Property Owner Agreements.

NOW. THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Yuba hereby authorizes the Health and Human Services Department Director, or his/her designee, to execute and amend, as needed, on behalf of the County of Yuba, Housing Support Program Property Owner Agreements in the forms attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, a copy of the said Housing Support Program Property Owner Agreements, or any amendment thereto, shall be filed in the office of the Clerk of the Board, County of Yuba, after they have been reviewed and approved by County Counsel and executed by the Director of the Health and Human Services Department, or his/her designee.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the 11 day of February, 2020, by the following vote:

AYES:

Supervisors Vasquez, Leahy, Lofton, Bradford, Fletcher

NOES:

None

ABSENT:

None

ABSTAIN: None

ATTEST: RACHEL FERRIS CLERK OF THE BOARD OF

SUPERVISORS

MICHAEL CICCOZZI

COUNTY COUNSEL

APPROVED AS TO FORM:

HOUSING SUPPORT PROGRAM (HSP)

PROPERTY OWNER AGREEMENT

This Agr	eement is	entered into d	n the date	set forth b	elow betw	een the Co	ounty of \	′uba
("COUN"	TY"), a pol	itical subdivisi	on of the S	State of Ca	lifornia, on	behalf of i	ts Health	and
Human	Services	Department	(HHSD),	Housing	Support	Program	(HSP),	and
		•	(hereinafte	er "PROPE	RTY OWN	VER"), a pr	ivate for-p	profit
entity.			•					

WHEREAS, in an effort to relieve homelessness in the community, Yuba County Health and Human Services Department's Housing Support Program (HSP) assists eligible Yuba County families in securing housing. The primary goal is to assist individuals with locating and retaining stable housing for themselves and their families. To achieve this goal, HSP is reaching out to Yuba County property owners with rental housing unit(s) located within Yuba County to offer assistance with repairs required to make housing unit(s) habitable through participation in the HSP.

WHEREAS, COUNTY has funding available to reimburse PROPERTY OWNERS with rental housing unit(s) located within Yuba County a maximum amount payable of Ten Thousand Dollars (\$10,000.00) per unit with a maximum amount payable of Twenty-Five Thousand Dollars (\$25,000.00) per PROPERTY OWNER to make necessary repairs to make housing unit(s) habitable.

WHEREAS, PROPERTY OWNER has housing unit(s) available for rent and is willing to guarantee housing unit(s) is/are rented to HSP families who have been accepted as participants in the Yuba County HSP for the entirety of the term of this agreement.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties, hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The PROPERTY OWNER shall provide those services described in Attachment "A," Provision A-1. PROPERTY OWNER shall provide said services at the time, place and in the manner specified in Attachment "A," Provisions A-2 through A-3

2. TERM.

Commencement Date: Click or tap to enter a date.

Termination Date: Click or tao to enter a date.

The term of this Agreement shall become effective on the Commencement Date set forth above and shall remain in full force and effect for a period of no less than twelve (12) months and no longer than twenty-four (24) months unless sooner terminated in accordance with the terms of this agreement.

PROPERTY OWNER understands and agrees that there is no representation, implication, or understanding that the services provided by PROPERTY OWNER pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and PROPERTY OWNER waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from PROPERTY OWNER.

3. PAYMENT.

COUNTY shall pay PROPERTY OWNER for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B." The payments specified in Attachment "B" shall be the only payments made to PROPERTY OWNER for services rendered pursuant to this Agreement. PROPERTY OWNER shall submit all billings for said services to COUNTY in the manner specified in Attachment "B."

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

PROPERTY OWNER shall, at its sole cost and expense, furnish all facilities, equipment, and other materials, which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A," Provision A-4.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C."

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A -- Services

Attachment B -- Payment

Attachment C - Additional Provisions

Attachment D - General Provisions

Attachment E -- Insurance Provisions

Attachment F -- Housing Support Program Guidelines

Attachment G -- Housing Support Program Retention Plan

Attachment H -- Housing Support Program Invoice

Attachment I -- Vendor Assurance of Compliance

9. AUTHORITY.

HSP and PROPERTY OWNER represent and warrant that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entities, persons, or firms. HSP and PROPERTY OWNER further represent and warrant that all formal requirements necessary or required by any state or federal law in order to enter into this Agreement have been fully complied with. By entering into this Agreement, neither party will be in breach of the terms or conditions of any other contract or agreement to which such party is obligated, where such breach would have material effect on this Agreement.

IN WITNESS WHERE OF, the parties have executed this Agreement the date first above written:

"COUNTY" COUNTY OF YUBA		PROPERTY OWNER	
Signature	Date	Signature	Date
Printed Name	Title	Printed Name	Title
Executed Pursuant to	Resolution		

ADDRESS(ES) FOR APPROVED UNIT(S)

Property Address #1:	<u> </u>		- -
Property Address #2:			- -
Property Address #3:			
Property Address #4:			
Property Address #5:			
APPROVED AS TO FO COUNTY COUNSEL		INSURANCE PROVISIONS APP	PROVED:
Michael J. Ciccozzi County Counsel	. Sullivan Deputy	Jill Abel, Human Resource Director and Risk Manager	

ATTACHMENT A

SCOPE OF WORK

- A.1 PROPERTY OWNER'S OR REPRESENTATIVE OF PROPERTY OWNER SCOPE OF SERVICES AND DUTIES.
 - A.1.1 The Property Owner or Representative of Property Owner agrees to:
 - A.1.1.1 Guarantee housing unit(s) is/are rented to HSP families accepted through Yuba County HSP for the entirety of the term of this Agreement.
 - A.1.1.2 Accept responsibilities outlined on the YCHHSD 548 Housing Support Program Guidelines (ATTACHMENT F)
 - A.1.1.3 Submit two (2) repair estimates including materials and labor for approval prior to commencing repairs on approved property.
 - **A.1.1.4** Ensure approved repairs are completed within ninety (90) days of receiving approval from COUNTY.
 - A.1.1.5 Have housing unit(s) available for TENANT to move in within fourteen (14) calendar days following the completion of repairs.
 - A.1.1.6 Submit an itemized invoice to the COUNTY on HSP Invoice (ATTACHMENT H) within thirty (30) days after repairs have been completed, for reimbursement
 - A.1.1.7 Maintain and operate the housing unit(s) and related facilities to provide safe and sanitary housing for the entirety of the term of this agreement. Maintenance and replacement shall be in accordance with the standard practice for the housing unit(s) as established by the PROPERTY OWNER and as further set forth in the Lease/Rental Agreement provided by PROPERTY OWNER.
 - A.1.1.8 Not seek to recover any fees, costs, expenses, or damages (including Attorney's fees and legal or court costs) from HSP, or COUNTY, incurred in removing or evicting any TENANT or any other person or guest from the unit.
 - A.1.2 PROPERTY OWNER will provide any information pertinent to this Agreement and notice HSP should any of the following occur:

- A.1.2.1 TENANT is in violation of the terms and conditions of the Lease/Rental Agreement; the PROPERTY OWNER will notify HSP of the violation(s) within seventy-two (72) hours of PROPERTY OWNER becoming aware of the violation(s);
- A.1.2.2 Changes, modifications, or amendments are requested to the Lease/Rental Agreement by either PROPERTY OWNER or the TENANT. PROPERTY OWNER will notify the HSP of the intended changes, modifications, or amendments seventy-two (72) hours prior to changing, modifying, or amending the Lease/Rental Agreement;
- A.1.2.3 TENANT vacates the unit prior to the lease agreement Termination Date or Termination Date of this Agreement. PROPERTY OWNER will contact HSP within seventy-two (72) hours to transfer this Agreement to another Yuba County HSP TENANT.

A.1.3 Housing Support Program shall:

- A.1.3.1 Reimburse PROPERTY OWNER up to a maximum of Ten Thousand Dollars (\$10,000.00) per unit with a maximum amount payable of Twenty Five Thousand Dollars (\$25,000.00) per PROPERTY OWNER for necessary repairs to make housing unit(s) habitable.
 - a. Habitable repairs include, but are not limited to those enumerated under California Civil Code Section 1941.1 and Health & Safety Code Section 17920.3
 - Weatherproofing and weather protection
 - Hot water heater
 - Electrical (panels, circuit breaker, power outlets, wiring, indoor/outdoor lighting)
 - Windows, doors, and locks
 - Heating and air
 - Roof and gutter
 - Stairs and railing
 - Floors (carpet, linoleum, tile)
 - Plumbing and sewer
 - Mold removal
 - Lead removal
 - Pest control/eradication

- **A.1.3.2** Provide rental assistance on an as needed basis to PROPERTY OWNER on behalf of TENANT as outlined in TENANT'S HSP Housing Retention Plan (ATTACHMENT G).
- A.1.3.3 Provide case management services to TENANT pursuant to Yuba County HSP requirements.
- A.1.3.4 Diligently work with PROPERTY OWNER and TENANT to informally resolve any issues or problems that may arise between PROPERTY OWNER and TENANT during the term of this Agreement.

A.1.4 Housing Support Staff shall:

- A.1.4.1 Provide services outlined on the YCHHSD 548 Housing Support Program Guidelines (ATTACHMENT F).
- A.1.4.2 Conduct a walk-through inspection of property prior to proposed repairs.
- **A.1.4.3** Conduct a walk-through inspection of property within (10) business days following completion of repairs.
- **A.1.4.4** Process requests for reimbursement within thirty (30) calendar days.
- A.1.4.5 Send PROPERTY OWNER a Notice of Action within thirty (30) days of a client being terminated from HSP.

A.2 TIME SERVICES RENDERED.

The specific date(s) and times will be mutually agreed upon by the COUNTY and PROPERTY OWNER.

A.3 MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, PROPERTY OWNER shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4 FACILITIES FURNISHED BY COUNTY.

PROPERTY OWNER shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

///

ATTACHMENT B

PAYMENT

- B.1 COUNTY SHALL REIMBURSE PROPERTY OWNER FOR EXPENSES.
 - B.1.1 COUNTY shall reimburse PROPERTY OWNER up to a maximum of Ten Thousand Dollars (\$10,000.00) per unit for necessary repairs to make housing unit(s) habitable, with a maximum payable of Twenty Five Thousand Dollars (\$25,000.00) per PROPERTY OWNER when multiple units require repair.
 - **B.1.2** PROPERTY OWNER shall submit requests for reimbursement of repairs within thirty (30) days. Reimbursement request must be submitted on County Invoice (ATTACHMENT H) and must be accompanied with original receipts.
 - B.1.3 For services rendered in June during the term of this Agreement, PROPERTY OWNER shall submit an invoice in accordance with the format specified in Attachment H Invoice Format, based upon the estimated costs of services to be rendered no later than June 10th. PROPERTY OWNER shall submit a final invoice based on actual costs of services rendered no later than the tenth (10th) day of the month following the provision of services. COUNTY shall reconcile the amount of actual costs invoiced against the amount of estimated cost paid and issue payment of any amount due. In the event that PROPERTY OWNER has been overpaid, PROPERTY OWNER agrees to reimburse COUNTY the entire amount overpaid immediately upon receipt of written notice by COUNTY.
- B.2 AUTHORIZATION REQUIRED. Repairs made by PROPERTY OWNER without prior authorization from COUNTY shall not be reimbursed to PROPERTY OWNER. Payment for additional repairs to housing unit(s) shall be made to PROPERTY OWNER by COUNTY, if and only if, written approval is received by the COUNTY prior to PROPERTY OWNER initiating repairs.

///

111

///

ATTACHMENT C

ADDITIONAL PROVISIONS

- C.1 FUNDING. PROPERTY OWNER and COUNTY agree that this Agreement may, at the sole discretion of the COUNTY, be determined null, void, and unenforceable if all or part of the federal or state funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY.
- C.2 CHILD ABUSE/ADULT ABUSE. PROPERTY OWNER warrants that PROPERTY OWNER is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code Section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code Section 15600 et seq.) requiring reporting of suspected abuse. PROPERTY OWNER agrees that PROPERTY OWNER and PROPERTY OWNER'S employees will execute appropriate certifications relating to reporting requirements.
- C.3 DRUG FREE WORKPLACE. PROPERTY OWNER warrants that it is knowledgeable of the provisions of Government Code Section 8350 et seq. in matters relating to providing a drug-free work place. PROPERTY OWNER agrees that PROPERTY OWNER will execute appropriate certifications relating to drugfree workplace.
- C.4 INSPECTION. PROPERTY OWNER'S performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of COUNTY, the State of California, and the United States government.
- C.5 CIVIL RIGHTS. PROPERTY OWNER warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. PROPERTY OWNER is hereby informed that additional Civil Rights information and resources are available to PROPERTY OWNER on the CDSS, Civil Rights Bureau, website: http://www.cdss.ca.gov/inforesources/Civil-Rights and PROPERTY OWNER agrees to advise subcontractors of this website source of Civil Rights information.
- C.6 FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

- C.7 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. PROPERTY OWNER agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. PROPERTY OWNER shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. PROPERTY OWNER shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.
- C.8 RECORDS. PROPERTY OWNER agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of Agreement to the COUNTY'S Auditor and/to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of PROPERTY OWNER which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.
- C.9 ACCEPTANCE. All work performed and completed under this Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Failure by the PROPERTY OWNER to take corrective action within twenty-four (24) hours after personal or telephonic notice by the COUNTY'S representative on items affecting essential use of the facility, safety, or the preservation of property, and within ten (10) days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against PROPERTY OWNER.
- C.10 INTELLECTUAL PROPERTY. COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, and documents developed or modified under this Agreement.
- C.11 DEBARMENT. COUNTY has verified that the PROPERTY OWNER does not hold any debarment or suspension filings as verified at www.sam.gov. If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.
- C.12 FEDERAL FUNDING. This project is a federal funded project and must meet the provisions for contracts awarded with federal funds. These provisions include that all contracts and CONTRACTORs must adhere to the provisions of the Copeland "Anti-kickback Act" and the Contract Work Hours and Safety Standards Act (CWHSSA). More information regarding these provisions can be found at the following web addresses:www.dol.gov/compliance/guide/kickback.htm. Additionally, further provisions must be adhered to as outlined in the Code for Federal Regulations (CFR) 44, Part 13, Sub C, Section 13.36 (i).

ATTACHMENT D GENERAL PROVISIONS

- D.1 INDEPENDENT CONTRACTOR STATUS. At all times during the term of this Agreement, the following apply:
 - D.1.1 All acts of PROPERTY OWNER shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both PROPERTY OWNER and COUNTY that this Agreement is by and between two (2) independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
 - D.1.2 PROPERTY OWNER shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.
 - D.1.3 PROPERTY OWNER is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medicare payments.
 - D.1.4 As an independent contractor, PROPERTY OWNER is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require PROPERTY OWNER to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.
 - D.1.5 PROPERTY OWNER may provide services to others during the same period service is provided to COUNTY under this Agreement.
 - D.1.6 If in the performance of this Agreement any third persons are employed by PROPERTY OWNER, such persons shall be entirely and exclusively under the direction, supervision and control of PROPERTY OWNER. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the PROPERTY OWNER.
 - D.1.7 As an independent contractor, PROPERTY OWNER hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- D.2 LICENSES, PERMITS, ETC. PROPERTY OWNER represents and warrants to

COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for PROPERTY OWNER to practice its profession. PROPERTY OWNER represents and warrants to COUNTY that PROPERTY OWNER shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for PROPERTY OWNER to practice its profession at the time the services are performed. Failure of the PROPERTY OWNER to comply with this provision shall authorize the COUNTY to immediately terminate this Agreement notwithstanding any other provision in this Agreement to the contrary.

- D.3 TIME. PROPERTY OWNER shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of PROPERTY OWNER'S obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
- D.4 INDEMNITY. PROPERTY OWNER shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of PROPERTY OWNER in the performance of services rendered under this Agreement by PROPERTY OWNER, or any of PROPERTY OWNER'S officers, agents, employees, contractors, or subcontractors.
- D.5 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, PROPERTY OWNER shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. PROPERTY OWNER shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.
- D.6 ASSIGNMENT PROHIBITED. PROPERTY OWNER may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.
- D.7 PERSONNEL. PROPERTY OWNER shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by PROPERTY OWNER to perform services pursuant to this Agreement, PROPERTY OWNER shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.
- D.8 STANDARD OF PERFORMANCE. PROPERTY OWNER shall perform all Page 12 of 27

services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which PROPERTY OWNER is engaged. All products of whatsoever nature which PROPERTY OWNER delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in PROPERTY OWNER'S profession.

- POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest," as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.
- **D.10 TAXES.** PROPERTY OWNER hereby grants to the COUNTY the authority to deduct from any payments to PROPERTY OWNER any COUNTY imposed taxes, fines, penalties and related charges, which are delinquent at the time such payments under this Agreement are due to PROPERTY OWNER.
- **D.11 TERMINATION.** Upon termination of this Agreement as otherwise provided herein, PROPERTY OWNER shall immediately cease rendering service upon the termination date and the following shall apply:
 - D.11.1 PROPERTY OWNER shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - D.11.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by PROPERTY OWNER pursuant to this Agreement.
 - D.11.3 COUNTY shall reimburse PROPERTY OWNER the reasonable value of services rendered by PROPERTY OWNER to the date of termination pursuant to this Agreement not to exceed the amount documented by PROPERTY OWNER and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by PROPERTY OWNER had PROPERTY OWNER completed the services required by this Agreement.

In this regard, PROPERTY OWNER shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by PROPERTY OWNER. In the event of a dispute as to the reasonable value of the services rendered by PROPERTY OWNER, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

- **D.11.4** COUNTY may immediately terminate this Agreement upon violation of the Agreement by PROPERTY OWNER.
- **D.11.6** Upon receipt of funds, PROPERTY OWNER is unable to terminate Agreement prior to Termination Date referenced in Provision 1. TERM.
- D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, PROPERTY OWNER shall not unlawfully discriminate against any employee of the PROPERTY OWNER or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. PROPERTY OWNER shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. PROPERTY OWNER shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated. PROPERTY OWNER shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. PROPERTY OWNER shall give written notice of its obligations under this clause to any labor agreement. PROPERTY OWNER shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.
- D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement above, PROPERTY OWNER agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services "Attachment I".
- D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data

shall become the property of COUNTY, and PROEPRTY OWNER agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold PROPERTY OWNER harmless from any claim arising out of reuse of the information for other than this Agreement.

- D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.
- D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.
- D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.
- D.18 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- **D.19 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.
 - D.19.1 NUMBER AND GENDER. In this Agreement, the neutral gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
 - **D.19.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.
- **D.20 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.
- D.21 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any

- or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.
- D.23 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- **D.24 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
- D.25 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- **D.26 JURISDICTION.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Yuba, State of California.
- D.27 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
- **D.28 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term a condition herein.
- D.29 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.
- D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee,

shall be employed in any capacity by PROPERTY OWNER herein, or have any other direct or indirect financial interest in this Agreement.

PROPERTY OWNER may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the PROPERTY OWNER'S financial interest. The County Administrator shall determine in writing if PROPERTY OWNER has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

D.31 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Jennifer Vasquez, Director Yuba County Health and Human Services Department 5730 Packard Avenue, Suite 100 P.O. Box 2320 Marysville, CA 95901

If to "PROPERTY OWNER":

Name

With a copy to:
County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

ATTACHMENT E

INSURANCE PROVISIONS

- E.1 INSURANCE. PROPERTY OWNER shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the PROPERTY OWNER, its agents, representatives, or employees.
- **E.2 MINIMUM SCOPE AND LIMIT OF INSURANCE.** Coverage shall be at least as broad as:
 - E.2.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - E.2.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if PROPERTY OWNER has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - **E.2.3 Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if PROPERTY OWNER provides written verification it has no employees)
 - **E.2.4** Professional Liability (Errors and Omissions) Insurance as appropriate to PROPERTY OWNER's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the PROPERTY OWNER maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by PROPERTY OWNER.

- **E.3** Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
- E.4 Additional Insured Status. COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of PROPERTY OWNER; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of PROPERTY OWNER including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the PROPERTY OWNER's insurance (at least as broad as ISO

- Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
- Primary Coverage. For any claims related to this contract, PROPERTY OWNER's insurance coverage shall be primary insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of PROPERTY OWNER's insurance and shall not contribute with it.
- E.6 Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the COUNTY.
- E.7 Waiver of Subrogation. PROPERTY OWNER hereby grants to COUNTY a waiver of any right to subrogation, which any insurer of said PROPERTY OWNER may acquire against COUNTY by virtue of the payment of any loss under such insurance. PROPERTY OWNER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.
- E.8 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require PROERPTY OWNER to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- **E.9** Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.
- **E.10 Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:
 - **E.10.1** The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - **E.10.2** Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - E.10.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, PROPERTY OWNER must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- E.11 Verification of Coverage. PROPERTY OWNER shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive PROPERTY OWNER's obligation to provide them.

COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- **E.12 Subcontractors.** PROPERTY OWNER shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.
- **E.13** Special Risks or Circumstances. COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

///

///

///

ATTACHMENT F HOUSING SUPPORT PROGRAM GUIDELINES

Yuba County Housing Support Program Guidelines

In an effort to relieve homelessness in the community. Yuba County Health and Human Services Department's Housing Support Program (HSP) assists eligible Yuba County CalWORKs families in securing housing. The primary goal is to assist individuals with locating and retaining stable housing for themselves and their families. A positive relationship with local landlords is vital to the success of the program. The intent of this guide is to outline responsibilities for all parties.

HOUSING SUPPORT PROGRAM STAFF

- Act as a liaison between the landlord and tenant to facilitate a positive working relationship.
- Assist the landlord with resolving concerns, issues or violations involving the tenant.
- Provide case management to participants in an attempt to reduce non-compliance of housing terms and increase housing retention.
- Perform routine home visits and inspections to examine the integrity of the property.
- Notify the landlord if there are major property concerns, the participant disengages from services or is no longer a program participant.

LANDLORDS

- Notify the HSP Case Manager if a tenant is in violation of lease terms and conditions within 72 hours of said violation.
- Pursue any available and legal avenue to remove the tenant from the premises if the violation of lease terms and conditions of HSP guidelines cannot be resolved.
- Provide a timely three-day notice to pay rent or quit and/or 30-day notice to vacate. HSP employees do not advise on eviction processes nor does the program pay for costs associated with evictions. HSP employees cannot provide legal counsel or advice to landlords. HSP is not involved in any potential eviction process. Any eviction action is solely the responsibility of the landlord and is not the responsibility of the HSP. The landlord assumes all risks when participating in the HSP.
- Collect rent and suitable deposits. The Housing Support Program will not be liable for the
 cost of repairs to any property in which a participant of the HSP resides.
- Conduct property inspections

YCHHSD 548 Housing Support Program Guidelines 4/2/19

ATTACHMENT F HOUSING SUPPORT PROGRAM GUIDELINES

Yuba County Housing Support Program Guidelines

TENANTS/HSP PARTICIPANT

- Adhere to all terms outlined in rental or lease agreements.
- Follow all rules for the property.
- Be a conscientious and respectful neighbor
- Do not allow visitors to stay for extended periods of time.
- Immediately notify the landlord if there is damage or repair necessary at the property.
- Keep the property clean and well maintained.
- Pay all rent and fees timely.
- Participate and engage with the HSP case manager.
- The Tenant/HSP participant shall be liable for any damages to the Landlord's property.
 HSP shall not be liable for the cost of repairs to any property in which a participant of the HSP resides.

Housing Support Guidelines Provided to:	
Tenant/HSP Participant - Printed Name:	
Tenant/HSP Participant's Signature:	Date:
Landlord - Printed Name:	
Landlord's Signature:	Date:
Witnessed by:	
County Representative - Printed Name:	
County Representative's Signature.	Date:

YCHHSD 548 Housing Support Program Guidelines 4/2/19

ATTACHMENT G HSP HOUSING RETENTION PLAN

YUBA COUNTY CalWORKs <u>Housing Support Program</u> Housing Retention Plan



CASE#:	
CASE NAME:	
HSP SW-	
HEP PHONE	749-5338

	-				HIP PHONE	749-5338
1. What a	are your conc	erns about ob	taining	permaner	nt housing?	
 What are your concerns about obtaining permanent housing? What are some solutions to your concerns? Once housed, what is the estimated time that rent assistance is needed? Please explain and include a copy of the family budget. 						
			IDIZED	HOUSING	PLAN	
MONTH 1	Choose from	drop down	YEAR	Year		
ITEM		AMT DUE		SUB %	COUNTY AMT	CLIENT AMT
PERSON	AC	TIVITY/TASK		<u> </u>		DUE DATE
						DOCUATE

NOW SO TICL OF COMING PRESENTION FOR EXPOSE

ATTACHMENT G HSP HOUSING RETENTION PLAN

MONTH 2	Choose f	rom drop down	YEAR Year		
ITEM		AMT DUE	SUB %	COUNTY AMT	CLIENT AMT
ERSON		L ACTIVITY			
ENSON		ACTIVITY			DUE DATE

MONTH 3	Choose from	drop down	YEAR Year		
ITEM		AMT DUE	SUB %	COUNTY AMT	CLIENT AMT
DEDCOM					
PERSON	ACT	TIVITY			DUE DATE

MONTH 4	Choose from o	drop down	YEAR	Year		
ITEM		AMT DUE		SUB %	COUNTY AMT	CLIENT AMT
PERSON	ACT	IVITY				DUE DATE
			······································			
						

YCHH50 510 - HSP Housing Retembon Plan (4/2019)

ATTACHMENT G HSP HOUSING RETENTION PLAN

	HSP HOUSI	NG RETEN	TION PLAN	
Choose from	n drop down YE	AR Year		
	AMT DUE	SUB %	COUNTY AMT	CLIENT AMT
ΙΔ	CTIVITY			DUEDATE
			William Co. Co. Application of the Co.	DUE DATE
		7		
Chaose from	drop down Vr	AD V.		
Choose hon				
1.0	AMITOUE	308%	COUNTY AMT	CLIENT AMT
AC	TIVITY			DUE DATE
follow this plant act the Housing Sand that Yuba Cormonths pay my portion of the Support Program Support Program that I must not and I must return	to the best of my ability to the pest of my ability outly will be paying my of the rent as outlined as issued through the Ham. Failure to participatify the Housing Suppeall calls to the Housin	ry. If I am not about none (1) working portion of the re- in this plan withing outing Support Poate without goo ort Program of a g Support Program.	le to follow this plan or ing day to let him/her knownt amount directly to the following of receiving a cause can result in a day changes or concerns mythin one working of	need to make a change, by why. he landlord on the my CalWORKs benefits upon my participation in iscontinuance of
SIGNATURE	DATE		S:GNATURE	DATE
	Choose from Cussed this House follow this plant fact the Housing Sand that Yuba Cormonths pay my portion of fact the Housing Sand that subsidies for the Housing Sand that I must not the fact the House for the Ho	Choose from drop down AMT DUE ACTIVITY ACTIVITY ACTIVITY Cussed this Housing Retention Plan with and that Yuba County will be paying my months pay my portion of the rent as outlined and that subsidies issued through the Hing Support Program. Failure to participand that I must notify the Housing Suppand I must return all calls to the Housing Suppand I must return all calls to the Housing Suppand I must return all calls to the Housing and that the County must give 10 days as a second	Choose from drop down YEAR Year AMT DUE SUB % ACTIVITY Choose from drop down YEAR Year AMT DUE SUB % ACTIVITY ACTIVITY Cussed this Housing Retention Plan with my Housing Support Program within one (1) working and that Yuba County will be paying my portion of the remonths pay my portion of the rent as outlined in this plan within and that subsidies issued through the Housing Support Program of a land that I must notify the Housing Support Program of a land I must return all calls to the Housing Support Program of a land I must return all calls to the Housing Support Program of a land I must return all calls to the Housing Support Program of a land I must return all calls to the Housing Support Program of a land I must return all calls to the Housing Support Program of that I must notify the Housing Support Program of a land I must return all calls to the Housing Support Program of that the County must give 10 days advance notice of	AMT DUE SUB % COUNTY AMT ACTIVITY Choose from drop down YEAR Year AMT DUE SUB % COUNTY AMT ACTIVITY ACTIVITY Cussed this Housing Retention Plan with my Housing Support Social Worker (SV) follow this plan to the best of my ability. If I am not able to follow this plan or act the Housing Support Program within one (1) working day to let him/her known and that Yuba County will be paying my portion of the rent amount directly to timonths: pay my portion of the rent as outlined in this plan within two days of receiving and that subsidies issued through the Housing Support Program are contingenting Support Program. Failure to participate without good cause can result in a direct I must notify the Housing Support Program of any changes or concerns and I must return all calls to the Housing Support Program within one working during that the County must give 10 days advance notice of discontinuance.

DATE

SUPERVISOR SIGNATURE

DATE

HSP SOCIAL WORKER SIGNATURE YCHHSD 510 - HSP Housing Petention Plan (4/2019)

ATTACHMENT H

HOUSING SUPPORT PROGRAM INVOICE

Property Owner's Information Con			Contact Name's and Information			
Name:		Conta	ict Name:	The second secon		
Phone:		Phone) :			
Address:		Addre	SS.			
Program		Ac	Idress of Repaired	l Property		
Housing Su	upport Program					
Date	Description of Re	pairs	Made	Amount		
				\$		
		***************************************		\$		
				\$		
				\$		
				\$		
GRAND TO	DTAL			\$		
Certification: I certify that this invoice is in all respects is true and correct; that all material, supplies, or services claimed have been received or performed, and were used or performed exclusively in connection with the Agreement; that payment has not been previously received for the amount invoiced herein; and that the original invoices, payrolls, or other documentation are attached						
Au	thorized Signer			Date		
Yuba Co Attention P.O. Bo	I and back-up documentation to: bunty Health and Human Service n: Administration/Finance x 2320 lle, CA 95901		partment			

ATTACHMENT I

VENDOR ASSURANCE OF COMPLIANCE WITH THE YUBA COUNTY WELFARE DEPARTMENT NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT:	
of 1975 as amended; the Food Stamp Act of 1975 as amended; the Food Stamp Act of 1975 the Americans with Disabilities Act of 1990; Calif Government Code section 11135-11139.5, as a (h) (1), (i), and (j); California Government Code section 98000 – 98413; Title 24 of the California Government Bilingual Services Act (California Government Gov	T it will comply with Title VI and VII of the Civil Rights Act of tation Act of 1973 as amended; the Age Discrimination Act 977, as amended and in particular section 272.6; Title II of fornia Civil Code Section 51 et seq., as amended; California amended; California Government Code section 12940 (c) the section 4450; Title 22, California Code of Regulations in a Code of Regulations, Section 3105A(e); the Dymally-ternment Code Section 7290-7299.8); Section 1808 of the tof 1996; and other applicable federal and state laws, as a 45 Code of Federal Regulations (CFR) Parts 80, 84, and suring that employment practices and the administration of a are nondiscriminatory, to the effect that no person shall a color, disability, medical condition, national origin, race, dor political belief be excluded from participation in or be to discrimination under any program or activity receiving BY GIVE ASSURANCE THAT it will immediately take any int.
methods/procedures which have the effect of	and for the purpose of obtaining any and all federal and NT HEREBY GIVES ASSURANCE THAT administrative subjecting individuals to discrimination or defeating the ial Services (CDSS) Manual of Policies and Procedures
regulations and permit authorized CDSS and/o hours, to review such records, books and accordingly violations of this assurance, CDSS shall have the accordance with Welfare and Institutions Code	or/recipient agrees to compile data, maintain records and e enforcement of the aforementioned laws, rules and or federal government personnel, during normal working unts as needed to ascertain compliance. If there are any e right to invoke fiscal sanctions or other legal remedies in e section 10605, or Government Code section 11135-pe referred to the appropriate federal agency for further ance.
THIS ASSURANCE is binding on the vendor/recipservices, as long as it receives federal or state as	pient directly or through contract, license, or other provider ssistance.
Date	Vendor/Contractor's Signature
Address of vendor/recipient	
CR50-Vendor Assurance of Compliance	(08/13/01)