

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



ITEM  
3.23  
(ID # 3388)

MEETING DATE:

Tuesday, May 2, 2017

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: PUBLIC SOCIAL SERVICES: Acceptance of Emergency Solutions Grant (ESG) for a Homeless Assistance Program from the State of California, Department of Housing and Community Development (HCD) and approval of awards to grant sub-recipients. [Districts - All]; [Total Cost \$631,929, 100% Federal]; [4/5 Vote]

1. Receive and/or ratify and file the Standard Agreement (Grant Agreement) between the Department of Public Social Services and the State of California, Department of Housing and Community Development; and
2. Accept grant funding between DPSS and the State of California, Department of Housing and Community Development, in the amount of \$631,929, for an Emergency Solutions Grant Homeless Assistance Program for the fiscal period 2016/2017-2018/2019. If all the grant funding is not expended in the current fiscal year, DPSS Fiscal will adjust the FY 17/18 and 18/19 budget; and
3. Ratify and authorize the Chairman of the Board to sign the Professional Services Agreements between DPSS and the subrecipients of the ESG for Homeless Assistance Program, per Attachment C (STATE ESG 2016-2017 Grant Project Descriptions); and,
4. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contract; and
5. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding, and as approved by County Counsel to: sign amendments that do not change the substantive terms of the agreement and sign amendments to the compensation provisions that do not exceed 10% annually; and
6. Approve and direct the Auditor-Controller to make budget adjustments to the DPSS budget, per Attachment A.

**ACTION: 4/5 Vote Required, Policy**

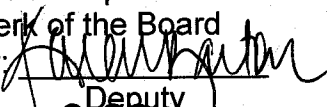
  
Susan Von Zabern, Director of Public Social Services 2/20/2017

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Ashley  
Nays: None  
Absent: None  
Date: May 2, 2017  
xc: DPSS, Purchasing, Auditor

Kecia Harper-Ihem  
Clerk of the Board  
By: 

Deputy  
3.23

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

**BACKGROUND:**

**Summary**

The Emergency Solutions Program is designed to be the first step in a continuum of assistance preventing homelessness and enabling homeless individuals and families to move toward independent living.

The federal Emergency Solutions Grant Program ("ESG"), authorized by the McKinney-Vento Homeless Assistance Act, as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, provides funding to: (1) Engage homeless individuals and families living on the street; (2) Improve the number and quality of emergency shelters for homeless individuals and families; (3) Help operate these shelters; (4) Provide essential services to shelter residents, (5) Rapidly re-house homeless individuals and families, and (6) Prevent families/individuals from becoming homeless.

On May 17, 2016 the State of California, Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) for ESG funding, for federal fiscal year 2016/17. HCD is making this funding available through local Continuum of Care (CoC) service areas, including Riverside County. DPSS submitted an application and was awarded ESG funding for Homeless Assistance Programs; the total allocation to the County of Riverside is \$631,929 and the expenditure deadline is July 21, 2018.

On December 28, 2016, the State of California executed the Standard Agreement (Grant Agreement) with the County of Riverside, Department of Public Social Services. Therefore, acceptance of the grant agreement is requested, as well as award of the five (5) grant sub-recipient agreements listed below in the price reasonableness section.

<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>	\$ 631,929	\$ 0	\$ 631,929	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Federal Funding: 100%			<b>Budget Adjustment:</b> Yes	
			<b>For Fiscal Year:</b> 16/17 – 18/19	

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

**Prev. Agn. Ref:** 10/25/16 (#3-35)

**Impact on Residents and Businesses**

Through the CoC Program, the County of Riverside, along with its sub-recipients, will continue to improve the lives of homeless men, women, and children through local planning efforts and direct housing and services programs funded through the FY 2016 competition.

**SUPPLEMENTAL:**

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

**Additional Fiscal Information**

Funding for these contracts is 100 percent federal.

**Price Reasonableness**

On August 15, 2016, the Department of Public Social Services, Homeless Programs Unit released a competitive bid through a Request for Proposal (RFP), #DPARC 512 for the State ESG Homeless Assistance Program. This was advertised through Public Purchase website seeking proposal for this service. Bid solicitations were e-mailed to 89 providers listed on the Public Purchase Notification Bidders Report. The RFP was also posted through the County of Riverside Homeless Program website and an e-mail with a Notification to Bid was sent to all CoC and Community Partners providing a link through which to apply for the RFP. The bid closed on 9/2/2016 and a total of eight (8) applications were received.

The proposals were reviewed by an Independent Review Panel, which is made up of 5-7 people who are nominated and elected by the Continuum of Care (CoC) membership. They must not have a conflict of interest, which means they should not work or volunteer for an agency that is currently receiving HUD CoC and/or Emergency Solutions Grant (ESG) funding. All decisions made will be reached through consensus (general agreement). The Independent Review Panel evaluated and ranked in priority order all project applications for ESG Program funds and made funding recommendations to the CoC Board of Governance (BOG). The Board of Governance approved the panel's recommendations at a meeting on September 15, 2016. The following agencies were deemed to be responsive and will be the subrecipients for funding to HCD:

<b>Contract Number</b>	<b>Application selected for funding</b>	<b>Project type</b>	<b>Funding amount</b>	<b>Geographic areas to be served</b>
HO-03463	Coachella Valley Rescue Mission (CVRM)	Rapid Rehousing (create 36 new beds)	\$245,814	Mid/Southwest county and Desert/Eastern county
HO-03464	Path of Life Ministries (POLM)	Street Outreach	\$200,000	Countywide
HO-03465	Valley Restart Shelter (VRS)	Emergency Shelter (No new beds created. The shelter has 35 beds)	\$14,911	Western county, Mid/Southwest county and Desert/Eastern county regions
HO-03466	Path of Life Ministries (POLM)	Emergency Shelter (5 new year-round individual shelter beds created. The shelter has 64 beds)	\$46,362	Countywide
HO-03467	Coachella Valley Rescue Mission (CVRM)	Emergency Shelter (No new beds created. The shelter has 197 beds)	\$107,449	Mid/Southwest county and Desert/Eastern county

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

DPSS Administrative Costs	\$17,393	
<b>Total:</b>	<b>\$631,929</b>	

**ATTACHMENT A. Budget Adjustment**

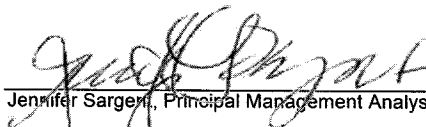
**ATTACHMENT B. Award Letter from State of California Department of Housing and Community Development**

**ATTACHMENT C. State ESG Homeless Program Project Descriptions**

**ATTACHMENT D. State of California STANDARD AGREEMENT (Grant Agreement)**

**ATTACHMENT E. Professional Services Agreements with Subrecipients**

SvZ:lm

  
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Jennifer Sargent, Principal Management Analyst

4/26/2017

  
\_\_\_\_\_  
Teresa Summers, Assistant Director of Purchasing

4/13/2017

  
\_\_\_\_\_  
Gregory V. Priamos, Director County Counsel

4/6/2017

**ATTACHMENT A: Budget Adjustment**

On May 17, 2016 the State of California, Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) announcing the availability of ESG funding for federal fiscal years 2016/2017. HCD is making this funding available through local Continuum of Care (CoC) Service Areas, including Riverside County. DPSS submitted an application and has been awarded ESG funding for Homeless Assistance Programs; the total two year allocation to the County of Riverside is \$631,929. To utilize the additional funding the Department of Public Social Services would like to request the following budget adjustments:

Increase Appropriations:

21300-5100500000-536200	Contribution To Other Non-Co Agency	\$631,929.00
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Increase Estimated Revenue:

21300-5100500000-767220	Fed-Other Operating Grants	\$631,929.00
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**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT****DIVISION OF FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 500, 95833

P. O. Box 952054

Sacramento, CA 94252-2054

(916) 263-2771 / FAX (916) 263-2763

[www.hcd.ca.gov](http://www.hcd.ca.gov)

Attachment B



September 20, 2016

Ms. Susan von Zabern, Director  
Department of Public Social Services  
County of Riverside  
4060 County Circle Drive  
Riverside, CA 92503

**RE: Conditional Award Announcement – County of Riverside Department of Public Social Services  
Administrative Entity Continuum of Care (COC) Allocation  
Riverside City and County COC, CA-608  
Contract #: 16-ESG-11126 / CFDA #: 14.231**

Dear Ms. Von Zabern:

The Department of Housing and Community Development (Department) is pleased to announce that County of Riverside Department of Public Social Services has been awarded an Emergency Solutions Grants (ESG) Program grant in the amount of \$631,929. This letter constitutes notice of the award of ESG funds for use in the Riverside City and County COC, CA-608.

*County of Riverside Department of Public Social Services has not completed the ESG Program Administrative Entity (AE) provider/activity selection process and document submittal requirements. This award and receipt of a Standard Agreement is conditional upon completion of all ESG Program requirements by November 30, 2016.*

After the submittal requirements are met, County of Riverside Department of Public Social Services will receive a Standard Agreement and be able to draw down funds when it is fully executed and all special conditions have been cleared in writing by the Department. In addition, grant expenditures may not be incurred prior to the execution of the Standard Agreement.

Congratulations on your successful application. For further information, please contact your ESG Contracts Representative. A contact list can be found at [www.hcd.ca.gov/fa/esg](http://www.hcd.ca.gov/fa/esg).

Sincerely,

A handwritten signature in black ink, appearing to read "Laura A. Whittall-Scherfee".

Laura A. Whittall-Scherfee  
Deputy Director

## State ESG Homeless Program Project Descriptions

### **Coachella Valley Rescue Mission (CVRM) - HO-03463**

#### **Rapid Rehousing**

**Award Amount - \$245,814**

CVRM will make this service available for individuals and families that are considered "literally homeless" and includes housing relocation and stabilization services (rental application fees, security deposits, utility deposits or payments, last month's rent, housing search and placement activities, and housing stability case management) and tenant-based rental assistance (short, up to 3 months, and medium, up to 4 months, term rental assistance, 4 to 12 months). The total period for which any program participant may receive services must not exceed 12 months during any three year period. Based on the need and its capacity to provide the most impactful and economic services, CVRM is proposing to provide the following ESG services as part of an individualized and comprehensive approach that is rooted in the Housing First policy.

### **Path of Life Ministries (POLM)- HO-03464**

#### **Street Outreach**

**Award Amount - \$200,000**

POLM will make this service available for eligible participants that are unsheltered, "literally homeless" individuals and families that are living in places not designed for human habitation; this includes engagement provided on the street or in parks, abandoned buildings, bus stations, campgrounds, homeless encampments, and in other such settings where unsheltered persons are staying, case management, emergency health and mental health services, transportation, and services for special populations, as defined in the federal regulations. Based on the need and its capacity to provide the most impactful and economic services, POLM is proposing to provide the following ESG services as part of an individualized and comprehensive approach that is rooted in the Housing First policy.

### **Valley Restart Shelter (VRS)- HO-03465**

#### **Emergency Shelter**

**Award Amount \$14,911**

VRS emergency shelter is serving homeless individuals and families experiencing homelessness in Riverside County. VRS shelter primary goal is to provide temporary shelter and stabilization services to participants who lack basic resources to sustain themselves in the community, to restart lives, and to break the cycle of homelessness. A VRS Case Manager will provide emergency shelter services to a minimum of two-hundred (200) individuals who are "literally homeless" with up to 90 days of emergency shelter. The shelter currently provides and will continue to provide thirty-five (35) beds.

**Path of Life Ministries (POLM)– HO-03466**

**Emergency Shelter**

**Award Amount - \$46,362**

The POLM emergency shelter is a low barrier entrance program serving homeless individuals and families experiencing homelessness throughout Riverside County. POLM shelter primary goal is to provide temporary shelter and stabilization services to participants that will be then guided toward self-sufficiency and stable housing through effective housing navigation, case management, Trauma Informed Care, Motivation Interviewing, and Assertive Community Treatment. Participation begins with an intake and interview for a coordinated assessment process using the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT) to determine the type of assistance required and the best housing options available.

**Coachella Valley Rescue Mission (CVRM) – HO-03467**

**Emergency Shelter**

**Award Amount - \$107,449**

CVRM will make this service available for individuals and families that are considered "literally homeless" and includes emergency shelter beds and housing case management with supportive services. The total period for which any program participant may receive services must not exceed 90 days, with a maximum extension up to 180 days, on a case-by-case basis. Based on the need and its capacity to provide the most impactful and economic services, CVRM is proposing to provide the following ESG services as part of an individualized and comprehensive approach that is rooted in the Housing First policy.



STATE OF CALIFORNIA  
STANDARD AGREEMENT  
STD 213 (Rev 06/03)

AGREEMENT NUMBER

16-ESG-11126

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
CONTRACTOR'S NAME  
County of Riverside Department of Public Social Services

2. The term of this Agreement is: Upon HCD Approval through October 31, 2018

3. The maximum amount of this Agreement is: \$631,929.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Authority, Purpose and Scope of Work	3
Exhibit B - Budget Detail and Payment Provisions	2
Exhibit C - State of California General Terms and Conditions*	GTC - 610
Exhibit D - ESG Program Terms and Conditions	8
Exhibit E - Special Terms and Conditions	4
Exhibit F - Additional Provisions	0
TOTAL NUMBER OF PAGES ATTACHED:	17 pages

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc)

County of Riverside Department of Public Social Services

BY (Authorized Signature)

*Susan von Zabern*  
PRINTED NAME AND TITLE OF PERSON SIGNING

DATE SIGNED (Do not type)

12/20/16

Susan von Zabern, Director

ADDRESS  
4060 County Circle Drive, Riverside, CA 92503

California Department of  
General Service  
Use Only

DEC 28 2016

STATE OF CALIFORNIA

AGENCY NAME

Department of Housing and Community Development

BY (Authorized Signature)

*Synthia Rhinehart*  
PRINTED NAME AND TITLE OF PERSON SIGNING

DATE SIGNED (Do not type)

12/28/2016

Synthia Rhinehart, Contracts Manager, Business & Contract Services Branch

ADDRESS  
2020 W. El Camino Ave., Sacramento, CA 95833

X Exempt per: SCM 4.04.A.3 (DGS Memo dated 6/12/81)

FORM APPROVED COUNTY COUNSEL  
DATE  
BY: NEAL R. KIRNIS

**EXHIBIT A**

**AUTHORITY, PURPOSE AND SCOPE OF WORK**

**1. Authority & Purpose**

This Standard Agreement ("Agreement") will provide official notification of the conditional reservation of funds under the State's administration of the Emergency Solutions Grants ("ESG") Program for non-formula jurisdictions pursuant to the provisions of 42 USC 11371 – 42 USC 11378, ("Federal Statutes"), 24 CFR Part 576, ("Federal Regulations"), California Code of Regulations (CCR), Section 8400 et seq. ("State Regulations") all as amended and in effect from time to time. In accepting this conditional reservation of funds, Contractor (sometimes referred to herein as "Grantee" or "Administrative Entity") agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability under which the Contractor applied, the representations contained in the Contractor's recommendations for this funding allocation, and the requirements of the authorities cited above.

**2. Scope of Work**

- A. Contractor shall perform the Work required by 25 CCR Section 8403. Contractor's selected homeless service providers shall perform the Work set forth in Exhibit B Paragraph 1. All written materials or alterations submitted as addenda to the original award recommendation package submitted by the Contractor and which are approved in writing by the ESG NOFA Award or Contract Manager, or higher Departmental official, as appropriate, are hereby incorporated as part of the award recommendation package. The State reserves the right to require the Contractor to modify any or all parts of the award recommendation package in order to comply with ESG requirements. The State reserves the right to review and approve all Work to be performed by the Contractor and its selected subrecipients in relation to this Agreement. Any proposed revision to the Work must be submitted in writing, for review and approval by the State, and may require a contract amendment. Any approval shall not be presumed unless such approval is made by the State in writing.
- B. Contractor shall perform the Work required by 25 CCR Section 8403 according to the ESG federal and State requirements. Contractor's selected homeless service providers shall provide services in the areas identified in the award recommendation package. Services shall be provided by the Contractor and the Contractor's funded subrecipients listed below for at least the term of the ESG grant.

Pursuant to the project selection process conducted by the Contractor under 25 CCR 8403 (g), the following organizations will receive ESG funds awarded to the Contractor under this Agreement:

<u>PROVIDER</u>	<u>CITY</u>	<u>COUNTY</u>
Coachella Valley Rescue Mission	Indio	Riverside
Path of Life	Riverside	Riverside
Valley Restart Shelter	Hemet	Riverside

**EXHIBIT A**

**3. Contract Amount of Agreement**

Grant Award Amount: \$631,929

**4. Term of Agreement and Deadlines**

- A. All Program funds shall be expended by: 7/21/2018.
- B. All Final Funds Requests shall be submitted within 60 days after the expenditure deadline.
- C. This Agreement will expire on: 10/31/2018.

**5. State Contract Coordinator**

The coordinator of this Agreement for the State is the Program Manager for the Contracts Management Section, Division of Financial Assistance, or the Program Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Program Representative:

Department of Housing and Community Development  
Division of Financial Assistance, Contract Management Section  
Emergency Solutions Grants Program Representative  
2020 West El Camino Avenue, Suite 650  
Sacramento, California 95833

**6. Contractor's Contract Coordinator**

Contractor's contact for this Agreement is listed below. Unless otherwise informed, any notice, report or other communication required by this Agreement shall be mailed by first class mail to the contact at the following address:

Contractor Authorized Representative:	Ms. Susan von Zabern, Director Department of Public Social Services County of Riverside 4060 County Circle Drive Riverside, CA 92503
Phone:	(951) 358-3000

**EXHIBIT A**

**7. Special Conditions:**

The following documentation must be submitted to the Department prior to receiving reimbursement of funds:

- A. The written agreement between the Administrative Entity and the local Continuum of Care (COC ) that specifies the roles and responsibilities of each entity to collaborate in determining eligible activities, selecting providers and administering ESG funds to ensure compliance with federal and State ESG requirements.
- B. The COC, Administrative Entity or Provider Conflict of Interest Policy.
- C. COC Written Standards for each activity funded.
- D. A description of the existing Homeless Management Information System (HMIS) used by the COC Service Area.
- E. A description of the existing or planned policies and procedures for monitoring ESG-funded contracts and subcontracts.
- F. A description of the COC 's Coordinated Entry system. This description should include a discussion of the extent to which the system addresses the following key requirements as set forth in HUD's Coordinated Entry Policy Brief:
  - 1) Covers the entire COC geography, is well advertised and is easily accessed by persons seeking assistance, including those encountered through outreach or who otherwise are identified to be experiencing a housing crisis and who may need homelessness prevention or homeless assistance;
  - 2) Comprehensive and standardized screening and assessment tool(s) that is documented as part of the COC 's standard operating procedures, including a means for identifying those with higher vulnerability and/or more severe service needs;
  - 3) Standardized written protocols for triage and referral to all forms of homeless assistance within the COC 's geographic area that is guided by the coordinated entry screening and assessment tool; and,
  - 4) COC standards, system and program practices that assure low barriers to all forms of homeless assistance and prioritized access to appropriate interventions for people with higher vulnerability and/or more severe service needs, including prohibiting homeless assistance programs from screening people out from receiving assistance due to perceived barriers related to obtaining or maintaining housing (e.g., behavioral health, no income, etc.).

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Budget Detail**

**Coachella Valley Rescue Mission**

CVRM Rapid Rehousing  
CVRM Emergency Shelter  
P.O. Box 10660  
Indio, CA 92202

Rapid Rehousing Assistance	\$	245,814
Emergency Shelter	\$	107,449
<b>Provider Award Amount:</b>	<b>\$</b>	<b>353,263</b>

**Path of Life**

POLM Street Outreach  
POLM Emergency Shelter  
P.O. Box 1445  
Riverside, CA 9 2502

Street Outreach	\$	200,000
Emergency Shelter	\$	46,362
<b>Provider Award Amount:</b>	<b>\$</b>	<b>246,362</b>

**Valley Restart Shelter**

Valley Restart Emergency Shelter  
200 East Menlo Avenue  
Hemet, CA 92543

Emergency Shelter	\$	14,911
<b>Provider Award Amount:</b>	<b>\$</b>	<b>14,911</b>

AE Grant Administration	\$	17,393
<b>TOTAL GRANT AWARD AMOUNT:</b>	<b>\$</b>	<b>631,929</b>

**2. Method of Payment**

Payments to Contractor shall be made on a reimbursement basis with the exception that a Contractor may request an operating advance of \$5,000 or thirty (30) days working capital, whichever is greater. A request for an operating advance must be received within sixty (60) days of the effective date of this Agreement. To receive payment for the Work performed, or to receive an operating advance, the Contractor shall submit, on forms provided by the State, a duly executed ESG Request for Funds (RFF). The Contractor shall submit all RFFs to the Department, as referenced in Exhibit A, Section 5, or any other address of which the Contractor has been notified in writing. The State shall not authorize payments unless it determines that

**EXHIBIT B**

the Work has been performed in compliance with the terms of this Agreement. Contractor shall not receive an operating advance or be reimbursed for expenditures incurred prior to the effective date of this Agreement, unless otherwise approved by the Department pursuant to Exhibit D, Paragraph 1A.

The first request for disbursement shall include expenditure detail. After the first request, the Department may rely on the Contractor's certification that expenditures claimed in a request for disbursement are eligible and necessary, provided that the Contractor also certifies that detailed supporting documentation verifying each expenditure is available and shall be retained by the Contractor for five (5) years after the expiration of the Standard Agreement.

Contractor shall not receive an advance or be reimbursed for expenditures incurred prior to the effective date of this Agreement even if all environmental review requirements have been met. Environmental review compliance shall include compliance with 24 C.F.R. Part 50. Contractor shall not be reimbursed for expenditures incurred after the expiration date of this Agreement, as set forth in Exhibit A, Section 4.

**3. Budget Changes**

After the effective date of this Agreement, no changes to program budget, funded homeless service providers, or eligible activities shall be made without prior approval from the Department. Any changes to this Agreement must be made in writing and approved by both the Department and the Contractor. The proposed change/s must be consistent with 25 CCR 8403 and also comply with the requirements in 25 CCR Sections 8408 and 8409.

Contractor agrees to notify the Department of any line item changes to the budget needed for the Department to update the federal Integrated Disbursement and Information System. For line item changes representing more than twenty five (25) percent of the overall project budget, a contract amendment is required.

**4. Ineligible Costs**

- A. ESG funds shall not be used for costs associated with activities in violation of any law or for any activities referenced as ineligible in 25 CCR 8408 or Exhibit D, Paragraph 14. The State 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. If Contractor or its funded subrecipients use ESG funds for the costs of ineligible activities, Contractor shall be required to reimburse these funds to the Department, and shall be prohibited from applying to the Department for subsequent ESG funds until the Department is fully reimbursed.
- B. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the State or its designee, by the Contractor. Expenditures for Work, not described in Exhibit A or Paragraph 1 above, shall be deemed authorized if the performance of such Work is approved in writing by the State prior to the Commencement of such Work.
- C. The State, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures.

**EXHIBIT D**

**ESG PROGRAM TERMS AND CONDITIONS**

**1. Effective Date, Commencement of Work and Completion Dates**

- A. This Agreement is effective upon approval by the State, which is the date stamped by the Department in the lower right hand corner of page one, Standard Agreement, STD. 213. Contractor agrees that the Work shall not commence, nor any costs to be paid with ESG funds be incurred or obligated by any party prior to execution of this Agreement by the Department, completion of all required environmental clearances, and compliance with the applicable conditions of this Agreement. Contractor agrees that the Work shall be completed by the expenditure date specified in Exhibit A, paragraph 2.
- B. Contractor must obligate all funds within 180 days from the date of the award notification letter. "Obligate" means that the Contractor has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. In the case of an award made to a general purpose local government that subcontracts with private nonprofit organizations via letters of awards and Service Provider Agreements, the subcontractors are subject to obligate the funds within 180 days from the date of the award notification letter received by the general purpose local government.
- C. Contractor and its subcontractors agree that the Work shall be completed by the expiration date specified in Exhibit A, Section 4 and that the Scope of Work will be provided for the full term of this Agreement.
- D. Contractor agrees to provide documentation satisfactory to the Department evidencing the obligation of ESG funds within 180 days from the date the Department made the grant amount available to the Contractor. If the Contractor fails to provide such documentation, the Department may disencumber any portion of the amount authorized by this Agreement with a fourteen (14) day written notification.

**2. Sufficiency of Funds and Termination**

- A. The State may terminate this Agreement at any time for cause by giving a minimum of fourteen (14) days' notice of termination, in writing, to the Contractor. Cause shall consist of: violations of any terms and/or special conditions of this Agreement; the Federal Statutes; the Federal Regulations; or the State Regulations; withdrawal of the State's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by the State, any unexpended funds received by the Contractor shall be returned to the State within thirty (30) days of the Notice of Termination.
- B. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after the determination was made.
- C. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or

**EXHIBIT D**

statute, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

- D. It is mutually agreed that if the Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reductions in funds.
- E. The State has the option to terminate this Agreement under the fourteen (14) day cancellation clause or to amend this Agreement to reflect any reduction of funds.

**3. Transfers**

Contractor may not transfer by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of the Department and a formal amendment to this Agreement to affect such subcontract or novation.

**4. Contractors and Subcontractors**

- A. Contractor, or its subcontractors, shall not enter into any Agreement, written or oral, with any contractor without the prior determination by the State of the Contractor's eligibility. A Contractor or subcontractor is not eligible to receive grant funds if the Contractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.
- B. The Agreement between the Contractor and any subcontractor shall require the Contractor and its subcontractors, if any, to:
  - 1) Perform the Work in accordance with Federal, State and local housing and building codes, as applicable.
  - 2) Comply with the labor standards described in this Exhibit, Paragraph 13, as applicable. In addition to the requirements of this Exhibit, all Contractors and subcontractors must comply with the provisions of the California Labor Code, as applicable.
  - 3) Comply with the applicable Equal Opportunity Requirements, described in Exhibit E, paragraph 1, of this Agreement.
  - 4) Maintain at least the minimum State-required worker's compensation insurance for those employees who will perform the Work or any part of it.
  - 5) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor or any subcontractor in performing the Work or any part of it.



**EXHIBIT D**

6) Agree to include all the terms of this Agreement in each subcontract.

C. The State reserves the right of pre-award review and approval of all proposed contracts and related procurement documents, such as requests for proposals and invitations for bids, where the subcontract amount exceeds \$25,000.

**5. Liability Insurance**

Unless otherwise approved in writing, Contractor shall have and maintain in full force and effect during the terms of this Agreement liability insurance in an amount of not less than \$1,000,000.00 per occurrence with the State named as an additionally insured. Prior to drawdown of funds, Contractor shall provide a valid certificate of insurance to the Department Program Representative for review and approval.

**6. Inspections**

A. Contractor shall inspect any Work performed hereunder to ensure that the Work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

B. The State reserves the right to inspect any Work performed hereunder to ensure that the Work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

C. Contractor agrees to require that all Work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient or subcontractor until it is corrected.

**7. Audit/Retention and Inspection of Records**

A. Contractor agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Standards. Contractor agrees that the Department, the Department of General Services, the Bureau of State Audits, or their designated representatives, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for minimum of five (5) years from the expiration date of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

B. The audit shall be performed by a qualified State, local or independent auditor. Contractor shall notify the State of the auditor's name and address immediately after the selection has been made. The contract for audit shall include a clause which permits access by the State to the independent auditor's working papers.

C. Private Nonprofit Organization and Unit of General Purpose Local Government grantees shall comply with the audit requirements contained in OMB Circular A-133.

**EXHIBIT D**

**8. Monitoring Grant Activities**

- A. Contractor shall monitor the activities selected and awarded by them to ensure compliance with federal and State ESG requirements. An onsite monitoring visit of homeless service providers listed in Exhibit A shall occur whenever determined necessary by the Contractor, but at least once during the grant period.
- B. The Department will monitor the performance of the Contractor based on a risk assessment and according to the terms of this Agreement. The Department may also monitor any subrecipients of the Contractor as the Department deems appropriate based on a risk assessment.
- C. The Department will monitor the performance of Contractor and funded projects based on the performance measures used by HUD in ESG or the Continuum of Care program. In the event that project-level or system-wide performance consistently remains in the lowest quartile compared to all participating Service Areas in the Continuum of Care allocation, the Department will work collaboratively with the Contractor to develop performance improvement plans which will be incorporated into this Standard Agreement and other agreements required under 25 CCR Section 8403
- D. If it is determined that a Contractor or any of its subrecipients falsified any certification, application information, financial, or contract report, the Contractor shall be required to reimburse the full amount of the ESG award to the Department, and may be prohibited from any further participation in the ESG program. The Department may also impose any other actions permitted under 24 CFR 576.501 (c).
- E. As requested by the Department, the Contractor shall submit to the Department all ESG monitoring documentation necessary to ensure that Contractor and its subrecipients are in continued compliance with Federal and State ESG requirements. Such documentation requirements and the submission deadline shall be provided by the Department at the time such information is requested from the Contractor.

**9. Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. Failure of the State to enforce the provisions of this Agreement or required performance by the Contractor of these provisions, at any time, shall in no way be construed to be a waiver of such provisions, nor affect the validity of this Agreement, or the right of the State, to enforce these provisions.

**10. Litigation**

- A. If any provision of this Agreement, or any underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the State, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

**EXHIBIT D**

- B. Contractor shall notify the State immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement of the State and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the State.

**11. Compliance with State Law and Regulations**

Contractor agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all others matters applicable to the Contractor, its contractor or subcontractor and the Work.

**12. Environmental Requirements**

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). Contractor assumes responsibility to fully comply with CEQA's requirements regarding the Work. In addition, Contractor shall comply with the environmental requirements of 24 CFR Part 576.407 subdivision (d). The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA, 24 CFR Section 576.407 subdivision (d) and completion by the State and the U.S. Department of Housing and Urban Development of all applicable review and approval requirements.

**13. Prevailing Wages**

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, Contractor shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of the Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purposes of this requirement "construction work" includes but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Contractor and a licensed building contractor, Contractor shall serve as the "awarding body" as defined in the Labor Code. Where the Contractor will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body".
- C. The construction contract and any amendments thereto shall be subject to the prior written approval of the State. Prior to any disbursement of funds, including but not limited to release of any final retention payment, the State may require a certificate from the awarding body that prevailing wages have been or will be paid when required by Section 1720 et. seq. of the Labor Code.

**14. Matching Funds**

- A. Each Contractor shall be required to supplement the assistance provided from sources other than this part. Each Contractor shall certify to the Department its compliance with

**EXHIBIT D**

this paragraph and shall include with such certification a description of the sources and amounts of such supplemental funds.

- B. In calculating the amount of supplemental funds provided by a recipient under this part, a recipient may include the value of any donated material or building, the value of any lease on a building, any salary paid to staff to carry out the Contractor's program of the recipient and the value of the time and services contributed by volunteers to carry out the Contractor's program.

**15. Eligible Activities**

- A. State ESG funds awarded by the Contractor shall be used for the eligible activities set forth in Exhibit B as permitted under the federal ESG regulations at 24 CFR Part 576. The following additional limitations or requirements shall apply.
- B. A maximum of ten percent of the funds provided under this Agreement may be used for Homeless Management Information System (HMIS) activities.
- C. State ESG funds shall not be used for renovation, conversion, or major rehabilitation activities pursuant to 576.102. Minor repairs to an ESG-funded Emergency shelter that do not qualify as Renovation, Conversion, or Major Rehabilitation are an eligible use of State ESG funds.
- D. No less than 40% of these funds available to the Contractor must be awarded to rapid rehousing, except that Administrative Entities partnering with a neighboring Continuum of Care from the Balance of State Allocation must award 100% of both Service Area formula allocations to rapid rehousing.
- E. For rapid rehousing and homelessness prevention activities, no subpopulation targeting will be permitted except if documentation of all of the following is provided to the Department prior to the award of funds for these activities: (1) that there is an unmet need for these activities for the subpopulation proposed for targeting, and (2) that there is existing funding in the Continuum of Care Service Area for programs that address the needs of the excluded populations for these activities.
- F. As set forth in the Department's 2016 Annual Action Plan to HUD:
- i. Homelessness prevention activities are limited to a 10% of a funded project;
  - ii. An emergency shelter or rapid rehousing project may also contain up to 10% in homeless prevention or street outreach activities; and,
  - iii. Pursuant to OMB requirements, Contractor may permit homeless service providers receiving State ESG funds to charge an indirect cost allocation to their grant. The indirect cost allocation may not exceed ten percent of the allowable direct costs under the ESG activity unless a higher limit for the indirect cost allocation has been approved by the applicable federal agency pursuant to OMB requirements.

**EXHIBIT D**

**16. Core Practices**

All ESG-funded activities shall operate in a manner consistent with the requirements of 25 CCR 8409, including but not limited to use of a homelessness coordinated entry system, housing first practices, and progressive engagement practices.

**17. Reporting and Recordkeeping**

- A. By July 31 of each year, Contractor shall submit an Annual Performance Report to the Department. In accordance with federal reporting requirements, the report will include, but will not be limited to, beneficiary data, Minority Owned Business/Women Owned Business (MBE/WBE) data, and Section 3 data, if applicable.
- B. Contractor shall submit, within thirty (30) days after the end of the State-designated reporting period, in a manner and format approved by the State, a Request for Funds (RFF) and Detailed Expense Report (DER). Compliance reports shall be submitted as specified by the State. Close-out-of-grant progress reports shall be submitted within sixty (60) days after the end of the reporting period.
- C. Contractor shall manage and maintain all client data information using a Homeless Management Information System (HMIS) or comparable data system (defined as a separate data system that collects required HMIS and ESG data elements and complies with HUD Data and Technical Standards). Contractor shall collect all program data elements using the HMIS and comply with all reporting requirements.
- D. Contractor shall maintain all fiscal and program records pertaining to the Grant for a period of five (5) years from the date of expiration of the Standard Agreement or a longer period specified in 24 CFR §576.500 (y).
- E. Contractor shall submit required reports on forms approved by the State.

**18. Sanctions**

The Department may impose sanctions, as well as any other remedies available to it under law, on Contractor for failure to abide by any State and Federal laws and regulations applicable to the ESG Program. Such sanctions include:

- A. Conditioning a future grant on compliance with specific laws of regulations;
- B. Directing Contractor to stop incurring costs under the current grant;
- C. Requiring that some or the entire grant amount is remitted to the Department;
- D. Reducing or disencumbering some or all of the amount of grant funds Contractor would otherwise be entitled to receive;
- E. Electing not to award future grant funds to Contractor, unless and until appropriate actions are taken by the Contractor to ensure compliance; and/or,

**EXHIBIT D**

F. Taking any other actions permitted pursuant to 24 CFR 576.501.

**19. State Contract Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03)):**

- A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a 30-day cancellation clause and the following provisions:
- 1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
  - 2) This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
  - 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
  - 4) The department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.
- B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.
- C. GC § 8546.4(e) provides that State agencies receiving Federal funds shall be primarily responsible for arranging for Federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to obtain Federally required financial and compliance audits.

**EXHIBIT E**

**SPECIAL TERMS AND CONDITIONS**

Contractor shall abide by all applicable local, State and Federal laws pertaining to the ESG Program, including, but not limited to, all other applicable Federal laws cited in the Federal Statutes and the Federal Regulations including, but not limited to, the following:

**1. Equal Opportunity Requirements**

**A. The Civil Rights, Age Discrimination, and Rehabilitation Acts Assurance:**

During the performance of this Agreement, Contractor assures that no otherwise qualified person shall be excluded from participation of employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, religion, religious preference, age, or handicap, under any program or activity funded by this Agreement as required by Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11063, the Age Discrimination Act of 1975 and the Rehabilitation Act of 1973 and all implementing regulations.

**B. Affirmative Outreach:**

1) Contractor or its subrecipients must make known that the use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures the Contractor or its subrecipients intends to use to make known the availability of its facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability, who may qualify for those facilities and services, the Contractor or its subrecipients must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services.

2) Contractor or its subrecipients must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to person with disabilities. Consistent with Title VI and Executive Order 13166, applicants are also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons

**C. The Training, Employment and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:**

1) The Work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for Work in connection with the project be awarded to business concerns that provided economic opportunities for low- and very low-income

**EXHIBIT E**

persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

- 2) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other impediment which would prevent them from complying with these requirements.
- 3) Contractor will send to each labor organization or representative of workers with which he/she had a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under Section 3 and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. Contractor shall include Section 3 clauses, of the HUD Act of 1968, in every contract and subcontract for Work, in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that the Contractor or any contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. Contractor will not sublet any contract, under the above conditions, unless the Contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

**2. Shelter and Housing Standards**

Emergency shelters must also meet the minimum safety, sanitation, and privacy standards at 24 CFR 576.403 (b), including but not limited to, accessibility standards in accordance with Section 504 of the Rehabilitation Act (29 U.S.C.794) and implementing regulations at 24 CFR part 8; the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35; where applicable.

If rapid rehousing or homeless prevention assistance is provided, the assisted housing must meet the minimum habitability standards at 24 CFR 576.403 (c).

**3. Environmental Review Responsibilities**

The Contractor shall supply all available, relevant information necessary for HCD to perform for each property any environmental review as required under 24 CFR Part 50. The Contractor shall also carry out mitigating measures required by HCD or select an alternate eligible property. HUD may eliminate from consideration any application that would require an environmental impact statement (EIS).

The subrecipient, or any contractor of the subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project, or commit or expend ESG or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR Part 50 and the subrecipient has received HUD approval of the property.



**EXHIBIT E**

For all funded applications, HCD will inform the subrecipient any required additional environmental review.

**4. Lead-Based Paint Hazards**

The assistance provided under this agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 – 4845), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 - 4856) and implementing regulations at part 35, subparts A, B, J, K, and R of Title 24 apply to activities under the Program.

**5. Uniform Administrative Requirements**

The requirements of 24 CFR Part 85 apply to the applicants that are units of general purpose local government, except that 24 CFR 85.24 and 85.42 do not apply, and program income is to be used as match under 24 CFR 85.25 (g). The requirements of 24 CFR Part 84 apply to applicants that are private non-profit organizations, except that 24 CFR 84.23 and 84.53 do not apply, and program income is to be used as the non-federal share under 24 CFR 84.24 (b). These regulations include allowable costs and non-federal audit requirements.

**6. Procurement of Goods and Services**

Prior to the drawdown of ESG funds for the Contractor's purchase of goods or services, Contractor, if a local government, shall comply with the procurement procedures contained in 24 CFR 85.36, and Contractor, if a nonprofit organization, shall comply with the procurement procedures contained in 24 CFR 84.84 when procuring goods and services with ESG funds. Contractor, when procuring goods with ESG funds, must provide the State with evidence of compliance with these requirements, as applicable.

**7. Procurement of Recovered Materials**

Contractor and its subrecipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceed \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**8. Faith-Based Activities**

Pursuant to Section 8406 (b) (2) of the State Regulations, Contractor and its subrecipients listed in Exhibit B shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or philosophical ritual, service, meeting or rite. Contractor and its subrecipients listed in Exhibit B shall also comply with the requirements of 24 CFR Section 576.406 of the Federal Regulations.

**EXHIBIT E**

9. **Interest of Members, Officers or Employees of Contractors, Members of Local Governing Body**

Pursuant to 24 CFR 576.404, in addition to the conflict of interest requirements in OMB Circulars A-102 and A-110, no person:

- A. Who is an employee, agent, consultant, officer or elected or appointed official of the Contractor (or of any designated public agency); and,
- B. Who exercises or has exercised any functions or responsibilities with respect to assisted activities; or,
- C. Who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. HUD may grant an exception to this exclusion as provided in 24 CFR §570.611 (d) and (e).

**Riverside County Department of Public Social Services  
Contracts Administration Unit  
10281 Kidd Street  
Riverside, CA 92503**

**AGREEMENT:** HO-03463

**CONTRACTOR:** Coachella Valley Rescue Mission

**ACTIVITIES:** Homeless Assistance Program

**TERM:** December 28, 2017<sup>3<sup>rd</sup></sup> - July 21, 2018

**MAXIMUM REIMBURSABLE AMOUNT:** \$245,814.00


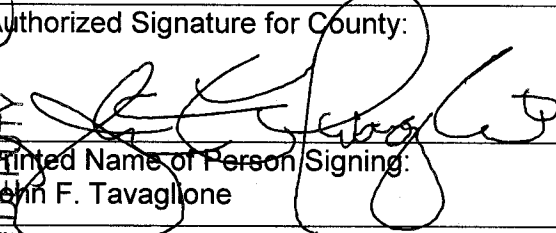

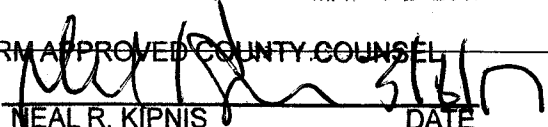
**ESG PROGRAM COMPONENT:** Rapid Re-housing

This Agreement is made and entered into by and between the County of Riverside, hereinafter referred to as "County," and the Coachella Valley Rescue Mission, hereinafter referred to as the "Subrecipient."

**WHEREAS**, the County has entered into a grant agreement with the State of California Department of Housing and Community Development (HCD), hereinafter referred to as the "Grantor," pursuant to the Emergency Solutions Grants (ESG) Program (CFDA 14.231), codified as 24 CFR Parts 91 and 57 and Subtitle C of Title IV of the Stewart B. McKinney-Vento Homeless Assistance Act as amended by S. 896 the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, 42 U.S.C. 11371-11378 et seq.; and

**WHEREAS**, the Department of Public Social Services, hereinafter referred to as "DPSS," has been designated by the County to provide coordination and administration of the County's Continuum of Care Program, and Emergency Solutions Grants Program as described in the County's grant agreement with the Grantor.

**NOW THEREFORE**, DPSS and the Subrecipient do hereby covenant and agree that the Subrecipient will provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein this Agreement.

ATTEST: KECIA HARPER-IHEM, Clerk By: 	Authorized Signature for County: 	Authorized Signature for Coachella Valley Rescue Mission: 
	Printed Name of Person Signing: John F. Tavaglione	Printed Name of Person Signing: Darla Burkett
	Title: Chair, Board of Supervisors	Title: Executive Director
	Address: 10281 Kidd St. Riverside, CA 92503	Address: PO Box 10660 Indio, CA 92202
	Date Signed: MAY 02 2017	Date Signed: 3/13/2017
FORM APPROVED COUNTY COUNSEL BY:  NEAL R. KIPNIS DATE		MAY 02 2017 3.23

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- EXHIBIT A** – Scope of Work and Project Application, DPSS RFP-#DPARC-512
- EXHIBIT B** – Budget Summary/Budget Narrative
- EXHIBIT C** – HEARTH ACT 2009, 24 CFR Parts 91 and 576
- EXHIBIT D** – The Emergency Solutions Grant State of California Regulations
- EXHIBIT E** – County of Riverside Continuum of Care Written Standards
- EXHIBIT F** – County of Riverside Continuum of Care Charter
- EXHIBIT G-1 (INDIVIDUAL)** Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT)
- EXHIBIT G-2 (FAMILY)** Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT)
- EXHIBIT H** – HUD System Performance Measures, An Introductory guide to understanding system-level performance measurement
- EXHIBIT I** – 2-1-1 Riverside County Agency Registration Form
- EXHIBIT J** – 2-1-1 Riverside County Program Registration Form
- EXHIBIT K** – Assurance of Compliance
- EXHIBIT L** – ESG Eligible Expense Guide
- EXHIBIT M** – DPSS 2076A, DPSS 2076B & Instructions
- EXHIBIT N-1** DPSS Fiscal's ESG Supporting Documentation Instructions
- EXHIBIT N-2** HCD's Emergency Solutions Grant Program Request for Funds
- EXHIBIT N-3** HCD'S Emergency Solutions Grant Program Individual Staff Breakdown
- EXHIBIT N-4** HCD'S Emergency Solutions Grant Program Equipment Request Form (if applicable).

**I. DEFINITIONS**

As used in this Agreement, the following terms are defined below unless the context indicates otherwise.

- A. The term "2-1-1" refers to 2-1-1 Riverside County—a designated 3-digit number that allows callers to receive up-to-date information and referrals to health and human service agencies.
- B. The term "Application" refers to the approved application and its submissions prepared by the Subrecipient.
- C. The term "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- D. The term "HCD" refers to State of California Department of Housing and Community Development.
- E. The term "HMIS" refers to the Riverside County Homeless Management Information System.
- F. The term "Participants" refers to individuals who utilize Supportive Housing Services, including referral services or individuals who are residents or former residents of the housing project.
- G. The term "Project" refers to housing and/or supportive services for facilitating the movement of homeless individuals through the Continuum of Care into independent permanent housing.
- H. The term "RFP" refers to DPSS' Request for Proposal.
- I. The terms "Subrecipient" or "Contractor" refer to the Coachella Valley Rescue Mission, the entity under agreement with DPSS to operate the project on a daily basis.
- J. The term "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- K. The term "Subcontractor" means any supplier, vendor, or firm, that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

## II. DPSS RESPONSIBILITIES

- A. DPSS shall assure that the services provided by the Subrecipient comply with all applicable federal, state, county, and local government laws, rules, regulations, policies and procedures.
- B. DPSS shall assign staff to serve as liaison and program coordinator between DPSS and the Subrecipient. This staff will provide the Subrecipient programmatic consultation and advise the Subrecipient of all-pertinent existing guidelines and regulations. Additionally, the staff will provide or arrange for consultation and technical assistance to the Subrecipient as needed.
- C. DPSS will assign staff to monitor the performance of the Subrecipient in performing the terms, conditions, and specifications of this Agreement. DPSS, at its sole discretion, may monitor the performance of the Subrecipient through any combination of the following methods which may include, but are not limited to: 1) periodic reviews, including on-site visits; (2) evaluations of the quantity or level and quality of services provided by the Subrecipient; (3) annual inspection of all available fiscal statements and other records maintained by the Subrecipient; and (4) annual statements that the Subrecipient is required to complete under this Agreement.

## III. SUBRECIPIENT RESPONSIBILITIES

- A. The Subrecipient shall be responsible for the overall administration of the Project, including overseeing all subcontractors, client services, and case management, medical care, social services support, and legal support. The Subrecipient will also provide client linkages to other sources of support. The Subrecipient will keep records and reports established to carry out the program in an effective and efficient manner. These records and reports must include racial and ethnic data on participants for program monitoring and evaluation.
- B. The Subrecipient shall provide services as set forth in the Project Application and Scope of Work, attached hereto as **Exhibit A**, and incorporated herein by these references.
- C. The Subrecipient must ensure that all ESG Program participants comply with the regulations applicable to the ESG program as set forth in 24 CFR Part 58, and 24 CFR Part 576. Additionally, nonprofit organizations funded by the ESG Program shall comply with the requirements of 24 CFR Part 84 as though they were subrecipients pursuant to 24 CFR Part 84. Also, Units of general local government funded by the ESG Program shall comply with the requirements of 24 CFR Part 85. In the even that any federal or state laws or regulations, including without limitation regulations by the Department of Housing and Urban Development ("HUD") add, delete, modify, or otherwise change any statutory or regulatory requirements concerning the use or administration of these funds, ESG Program participants shall comply with such requirements, as amended.
- D. The Subrecipient shall register its agency and/or program, as funded by DPSS, with 2-1-1 Riverside County, by faxing the 2-1-1 registration forms attached hereto as **Exhibits I and J**, respectively, and incorporated herein by these references, to (951) 686-7417. Registration is to take place at the time of execution of this Agreement, and updated on a quarterly basis, at minimum, if agency and/or program changes occur through the term of this Agreement.

For general inquiries regarding agency and/or program registration, Subrecipients may contact 2-1-1 by one of the following methods:

<b>Telephone</b>	(800) 464-1123 or (951) 686-4402 Monday through Friday - 8:00 am to 5:00 pm
<b>U.S. Postal Service</b>	P.O. 5376, Riverside, CA 92517-5376
<b>E-mail</b>	211Updateinfo@connectRiverside.org

- E. The Subrecipient shall comply with the Educational Assurance requirements as stipulated in the McKinney-Vento Homeless Education Assistance Improvements Act.
- F. The Subrecipient agrees to participate in the Homeless Management Information System (HMIS).
  - 1. Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, and entering required client data on a regular and timely basis.
  - 2. DPSS retains the rights to the HMIS and case management software application used in the operations of this property. DPSS grants the Subrecipient an exclusive perpetual license to use the HMIS software for the term of this Agreement.
  - 3. The Subrecipient shall ensure that employees using HMIS for client intake capture all required data fields, as set forth in the County of Riverside Continuum of Care HMIS Policies and Procedures Manual, which is located on the DPSS website:  
<http://dpss.co.riverside.ca.us/homeless-programs>.
  - 4. The Subrecipient must maintain a valid HMIS End User Agreement on file with DPSS, which is located on the DPSS website:  
<http://dpss.co.riverside.ca.us/homeless-programs>.

**IV. FISCAL PROVISIONS**

**A. OBLIGATION**

The Subrecipient shall be reimbursed by DPSS, for an amount not to exceed \$245,814. Said funds shall be spent according to the Budget shown below and attached hereto as **Exhibit B**.

<b>BUDGET CATEGORY</b>	<b>Total</b>
INITIAL RENTAL ASSISTANCE (1 <sup>ST</sup> Month)	\$19,014.00
INITIAL RENTAL ASSISTANCE S	\$50,400.00
RENTAL ASSISTANCE (Months 2-4)	\$50,400.00
DIRECT STAFF SALARIES - 1.5 FTE	\$113,200.00
UTILITY ASSISTANCE	\$6,500.00
MILEAGE	\$6,300.00
<b>SUBRECIPIENT TOTAL</b>	<b>\$245,814.00</b>



**B. METHOD, TIME, AND CONDITION OF PAYMENTS**

1. The Subrecipient will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation is not provided, DPSS may delay payment until the information is received by DPSS.
2. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
3. The Subrecipient shall submit **DPSS Forms 2076A, 2076B** (if applicable) (**Exhibit M**); and **HCD's Forms Emergency Solutions Grant Program Request for Funds, Emergency Solutions Grant Program Individual Staff Breakdown, and Emergency Solutions Grant Program Equipment Request Form** (if applicable) (**Exhibits N-2 through N-4**). Following the instructions set forth in **Exhibits M & N-1** attached hereto and incorporated herein by this reference for request of all payments.
4. Each claiming period shall consist of a calendar month claiming period. Subrecipient Invoice estimates for May and June are due no later than the 5th of June. Actual Subrecipient invoices for May and June are due no later than the 30th of July.
5. The Subrecipient shall ensure that funds provided under this Agreement are not used to pay developer's fees, to establish working capital, or operate deficit funds.

- a. Cash Match Documentation

The Subrecipient must match all ESG funding on a dollar for dollar basis. Match must be used for the costs of eligible activities (**Exhibit A and Exhibit L**).

The Subrecipient shall provide cash match documentation as set forth in this Agreement and the Scope of Work (**Exhibit A**). Cash match documentation must be submitted with monthly billing claims. DPSS will verify utilization of the cash match through a monthly desk review and on-site monitoring visits. Matching funds provided by the Subrecipient must be money provided to the project by one or more of the following: the Subrecipient, the federal government, state and local governments, and/or private resources. Non-cash resources such as in-kind contributions of goods or services may be used to fulfill matching funds requirements. Matching funds provided by state or local government used in a matching contribution are subject to maintenance of effort requirements.

- b. In the event that the Subrecipient does not meet the requirements in paragraph 5.a. above, DPSS reserves the right to suspend or terminate this Agreement.
6. An expenditure which is not authorized by the Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to DPSS by the Subrecipient.

**C. BUDGET MODIFICATIONS**

After the effective date of this Agreement, no changes to program budget, funded homeless service providers, or eligible activities shall be made without prior approval from DPSS. Any changes to this Agreement must be made in writing and approved by DPSS prior to implementing the change. No requests will be approved retroactively.

For line item changes representing more than twenty five (25) percent of the overall project budget, a contract amendment is required.

a. Conditions for Approval

Changes may be approved if all of the following conditions are met:

- i. The Subrecipient delivers a written request to DPSS, no later than **ninety (90) days** prior to the end of the grant, and adequately documents the need for change; and
- ii. Approval is received by HCD.

b. Requests for Approval

Request will be forwarded to HCD for their approval and any one of the following will take place:

- i. HCD will approve change as requested;
- ii. HCD will approve change and reduce dollars;
- iii. HCD will deny request.

D. DISBURSEMENT OF FUNDS

DPSS shall disburse funds under this Agreement to the Subrecipient as follows:

1. The Subrecipient shall submit claims for reimbursement pursuant to the Budget listed in section IV.A. on a monthly basis.
2. Administrative costs are costs associated with accounting for the use of grant funds, preparing reports for submission to HCD, obtaining program audits, similar costs related to administering the grant after the award, and staff salaries associated with these administrative costs.

E. INSPECTION AND AUDITS

1. The Subrecipient shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Subrecipient shall maintain these records for five (5) years after final payment has been made or until all pending DPSS, state, and federal audits, if any, are completed, whichever is later. If a restrictive covenant is in effect, records shall be maintained until the covenant expires.
2. Authorized representatives of DPSS and the federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right, upon request, to inspect or otherwise evaluate the work performed under this Agreement and the premises in which it is being performed.
3. This access to records includes, but is not limited to, service delivery, referrals, and financial and administrative documents for five (5) years after final payment was made, or until all pending county, state, and federal audits are completed, whichever is later.

4. Should the Subrecipient disagree with any audit conducted by DPSS, the Subrecipient shall have the right to employ a licensed, Certified Public Account (CPA) to prepare and file with DPSS a certified financial and compliance audit (in compliance with generally accepted government auditing standards) of related services provided during the term of this Agreement. The Subrecipient will not be reimbursed by DPSS for such an audit.
5. In the event the Subrecipient does not make available its books and financial records at the location where they are normally maintained, the Subrecipient agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting any audit.
6. All Agreement deliverables and equipment furnished or utilized in the performance of this Agreement shall be subject to inspection by DPSS at all times during the term of this Agreement. The Subrecipient shall provide adequate cooperation to any employee assigned by DPSS in order to permit their determination of the Sub-recipient's conformity with specifications and adequacy of performance and services being provided in accordance with this Agreement.

#### F. WITHHELD PAYMENTS

1. Unearned payments under this Agreement may be suspended or terminated if grant funds to DPSS are suspended terminated, or if the Subrecipient refuses to accept additional conditions imposed on it by HCD or DPSS.
2. DPSS has the authority to withhold funds under this Agreement pending a final determination by DPSS of questioned expenditures or indebtedness to DPSS arising from past or present agreements between DPSS and the Subrecipient. Upon final determination by DPSS of disallowed expenditures or indebtedness, DPSS may deduct and retain the amount of the disallowed or indebtedness from the amount of the withheld funds.
3. Payments to the Sub-recipient may be withheld by DPSS if the Subrecipient fails to comply with the provisions of this Agreement.

#### G. FISCAL ACCOUNTABILITY

1. The Sub-recipient agrees to manage funds received through DPSS in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; and adhere to accounting standards established in OMB Circulars A-110, A-122, and A-133.
2. The Sub-recipient must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, the Sub-recipient must develop an accounting procedure manual. Said manual shall be made available to DPSS upon request or during fiscal monitoring visits.

#### H. AVAILABILITY OF FUNDING

Funding for this Agreement is subject to the continuing availability of funds provided to DPSS during the Agreement period. DPSS will inform the Sub-recipient, immediately upon notice from HCD, of any limitation of the availability of funds. Both parties understand that DPSS makes no commitment to fund this project beyond the term of this Agreement

## V. GENERAL PROVISIONS

### A. TERM OF AGREEMENT

1. The Agreement shall be effective December 28, 2016 – July 21, 2018
2. All Program funds shall be expended by July 21, 2018.
3. All Final Reimbursement Requests from subrecipients shall be submitted within 20 days after the expenditure deadline.

### B. BACKGROUND CHECKS

Contractors providing services to minors (detailed in **Exhibit A-Project Application**) shall be required to conduct criminal background records checks on all employees, subcontractors, and volunteers providing services under this Agreement. Prior to these individuals providing services to clients, the Contractor shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file.

### C. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Federal Law. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this Agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

**D. CONFLICT OF INTEREST**

The Subrecipient covenants that it presently has no interest in, including but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which is, or which the Subrecipient believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by the Subrecipient under this agreement. The Subrecipient agrees to inform DPSS of all of the Subrecipient's interests, if any, which are or which the Subrecipient believes to be incompatible with any interest of DPSS. The County will make final determination of any dispute about conflict(s) of interest.

A copy of the agency's Conflict of Interest policy should be submitted to DPSS upon execution of this contract.

**E. DEFAULT**

1. A default shall consist of any use of grant funds for a purpose other than as authorized by this Agreement or failure in the Subrecipient's duty to provide the supportive housing for the minimum term in accordance with the requirements of the provisions of the Emergency Solutions Grant Program regulations, In the event of an occurrence of default, DPSS and HCD may take one or more of the following actions:
  - a. Issue a letter of warning advising the Subrecipient of the default that establishes a date by which corrective actions must be completed and puts the Subrecipient on notice that more serious actions will be taken if the default is not corrected or is repeated;
  - b. Direct the Subrecipient to submit progress schedules for completing the approved activities;
  - c. Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
  - d. Direct the Subrecipient to reimburse the program accounts for costs inappropriately charged to the program; and/or
  - e. Make recommendations to HCD to reduce or recapture the grant.
2. No delay or omission by the County in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver of acquiescence in any Subrecipient default.

**F. HOLD HARMLESS/INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials,

employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims.

In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

#### G. INSURANCE

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

##### Workers' Compensation:

If Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. 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.

##### Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the COUNTY as additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

Professional Liability:

If, at any time during the duration of this Agreement and any renewal or extension thereof, the Contractor, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for 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 Consultant'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. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Consultant shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with at retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificate of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under items: Workers' Compensation, Commercial General Liability or Professional Liability will continue for a period of five (5) years beyond the termination of this Agreement.

Vehicle Liability:

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

General Insurance Provisions – All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The Contractor's insurance carrier(s) must declare self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence 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's unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
3. The Contractor shall cause insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements

or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

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

#### H. INDEPENDENT CONTRACTOR

The Subrecipient is, and will at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between DPSS and the Subrecipient or any of the Sub-recipient's agents, employees, or volunteers. The Subrecipient assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. The Subrecipient, its agents, employees, and volunteers shall not be afforded any of the rights and/or privileges afforded to employees of DPSS or the County of Riverside and shall not be considered in any manner to be employees of the County.

#### I. SUBCONTRACT FOR SERVICES

1. The Contractor shall not enter into any subcontract with any subcontractor who:
  - a. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
  - b. has within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them 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 or



- commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
  - d. has within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
  3. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Agreement insofar as they are applicable to the work of subcontractors.
  4. The Contractor shall document, prior to grant execution, all services to be provided by a third party by a memorandum of understanding (MOU) between the recipient or subrecipient and the third party that will provide the services, as per CFR 578.73, (c)(3).
  5. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

#### J. RECORDKEEPING AND REPORTING

1. The Sponsor agrees to collect and maintain records of participants for required federal, state, and county reports.
2. The Subrecipient shall submit the following reports:
  - a. Annual performance reports during the period of the grant consistent with HUD requirements for ESG funds;
  - b. A written completion report must be submitted within 60 days after expiration of the Standard Agreement and;
  - c. Additional reports may be requested by DPSS and/or HCD to meet other applicable reporting or audit requirements.

#### K. MONITORING GRANT ACTIVITIES

1. An onsite monitoring visit of the homeless service provider shall occur whenever deemed necessary by DPSS, but at least once during the grant period.
2. DPSS will monitor the performance of the Subrecipient based on a risk assessment and according to the terms of this Agreement.
3. DPSS will monitor the Subrecipient and funded project based on the performance measures used by HUD in ESG or the Continuum of Care program. In the event that project-level or system-wide performance consistently remains in the lowest quartile compared to all participant Service Areas in the Continuum of Care allocation, DPSS will work collaboratively with the Subrecipient to develop performance improvement plans which will be incorporated into this Standard Agreement and other agreements required under 25 CCR Section 8403.
4. If it is determined that a Subrecipient falsified any certification, application information, financial, or contract report, the Subrecipient shall be required to reimburse the full amount of the ESG award to DPSS, and may be prohibited from any further participation in the ESG program. DPSS may impose any other actions permitted under 24 CFR 576.501 (c).

**L. SANCTIONS**

Failure by the Subrecipient to comply with any of the provisions, covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement under the provisions in paragraph "L" below, and may take any other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

1. Afford the Subrecipient a time period within which to correct the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Withhold funds pending correction of the breach.

**M. TERMINATION**

1. DPSS may immediately suspend or terminate this Agreement for cause upon written notice to the Subrecipient of the action being taken. Cause shall be established if:
  - a The Subrecipient fails to perform the covenants herein contained at such time and in such manner as provided in this Agreement; or
  - b There is a conflict with any federal, state or local laws, ordinance, regulation or rule rendering any provision of this Agreement invalid or untenable.
2. DPSS may also terminate or suspend this agreement without cause. DPSS will provide ninety (90) days written notification stating the extent and effective date of termination. The ninety-day period begins when notice is deposited in the U.S. Mail, postage paid.
3. The Subrecipient may terminate this Agreement with cause upon written notice served upon DPSS stating the extent and effective date of termination. Contractor will provide ninety (90) days written notification stating the extent and effective date of termination. The ninety-day period begins when notice is deposited in the U.S. Mail, postage paid.
4. Upon termination of this Agreement, the Subrecipient shall not incur any obligations after any effective date of such termination, unless expressly authorized in writing by DPSS.
5. In the event the funding from HUD is reduced, terminated or otherwise becomes unavailable, DPSS shall provide written notice to the Subrecipient within five (5) working days from the date that HUD reduces, suspends or terminates the grant funding. This Agreement shall be either immediately terminated or amended to reflect said reduction in funds. DPSS shall make payments for all services performed up to the effective date of the termination.

**N. GOVERNING LAW**

This Agreement shall be construed and interpreted according to 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 appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

**O. NOTICES**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth herein. All other correspondence shall be delivered to the addresses shown below and are deemed submitted on the date of deposit in the U. S. Mail, postage prepaid to:

DPSS: Department of Public Social Services  
(Agreement Issues) Contracts Administration Unit  
10281 Kidd Street  
Riverside, CA 92503

DPSS: Department of Public Social Services  
(Program Issues) Homeless Program Unit  
4060 County Circle Drive  
Riverside, CA 92503

DPSS: Department of Public Social Services  
(Fiscal Issues) Management Reporting Unit  
4060 County Circle Drive  
Riverside, CA 92503

SUBRECIPIENT: Coachella Valley Rescue Mission  
Executive Director  
PO Box 10660  
Indio, CA 92202

**P. ASSIGNMENTS**

The Subrecipient cannot assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without prior written consent of DPSS. Any attempt to assign any interest without DPSS written consent shall be void and of no further force or effect.

**Q. DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed of by Agreement, shall be disposed by DPSS who shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Subrecipient shall proceed diligently with the performance of the Agreement pending DPSS' decision.

**R. CHILD ABUSE REPORTING**

The Contractor shall establish a procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code, Section 11166.

## S. ELDER AND DEPENDENT ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two (2) working days.

## T. CLIENTS CIVIL RIGHTS COMPLIANCE

### 1. Assurance of Compliance

The Contractor shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as **Exhibit K** and incorporated herein by this reference. The Contractor will sign and date **Exhibit K** and return it to DPSS along with the executed Agreement. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

### 2. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel.

#### **Civil Rights Complaints should be referred to:**

Civil Rights Coordinator  
 Riverside County Department of Public Social Services  
 10281 Kidd Street  
 Riverside, CA 92503  
 (951) 358-3030

### 3. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (a) Denying a participant any service or benefit or availability of a facility.

- (b) 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.
- (c) 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.

#### 4. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

#### U. EMPLOYMENT PRACTICES

1. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the California Fair Employment and Housing Act (commencing with Gov. Code section 12900 et. seq.), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to 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.

#### V. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

**W. CLEAN AIR/WATER ACTS**

As required in all contracts with an estimated total value in excess of \$100,000, the Subrecipient agrees to comply with all applicable requirements issued under Section 306 of the Clean Air Act (33 U.S.C. 1368), U.S. Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, Part 15). These laws and regulations require the Subrecipient not to use facilities on the EPA list of violating facilities and to report violations to the EPA.

**X. LEAD-BASED PAINT**

The Subrecipient and all subcontractors, if any, shall comply with the requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4821-4846) and implementing regulations issued pursuant thereto (24 CFR Part 35).

**Y. SHELTER AND HOUSING STANDARDS**

Emergency shelters must also meet the minimum safety, sanitation, and privacy standards at 24 CFR 576.403 (b), including but not limited to, accessibility standards in accordance with Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35; where applicable.

For rapid rehousing projects where ESG assistance is provided, the assisted housing must meet the minimum habitability standards at 24 CFR 576.403 (c).

**Z. FAITH-BASED ACTIVITIES**

Pursuant to Section 8406 (b) (2) of the State Regulations, Subrecipient shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or philosophical ritual, service, meeting or rite.

**AA ENVIRONMENTAL REQUIREMENTS**

The Subrecipient shall supply all available, relevant information necessary for DPSS to perform for each property any environmental review as required under 24 CFR Part 50. The Subrecipient shall also carry out mitigating measures required by DPSS or select an alternate eligible property.

The subrecipient, or any subcontractor of the subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project, or commit or expend ESG or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR Part 50 and the subrecipient has received HUD approval of the property.

For all funded applications, DPSS will inform the subrecipient any required additional environmental review.

**AB AUTHORITY**

The individuals executing this Agreement and the instruments referenced herein on behalf of the Subrecipient each represent and warrant that they have the legal power, right, and actual authority to bind the Subrecipient to the terms and conditions hereof and thereof.

**AC DEBARMENT AND SUSPENSION**

As a sub-grantee of federal funds under this Agreement, the Subrecipient certifies that it, and its principals:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
2. Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them 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 or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

**AD COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES**

The Subrecipient shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS which are equally applicable and made binding upon the Subrecipient as though made with the Subrecipient directly. Subrecipient shall further comply with all applicable federal, state, and local laws, regulations, County of Riverside Continuum of Care Written Standards and ordinances pertinent to its operations and services to be performed hereunder, attached hereto as **Exhibits C-L**.

**AE ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be made in writing and signed by the parties herein. More specifically, the Subrecipient shall not change the population to be served or make any other change inconsistent with the Application without the prior approval of DPSS and HCD.

**EXHIBIT A  
SCOPE OF SERVICES  
EMERGENCY SOLUTIONS GRANT**

The ESG goal of the Coachella Valley Rescue Mission ("CVRM") is to provide critical and quality services to assist individuals and families (with veterans and veterans with families as priority population) to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. As part of a comprehensive continuum of services for individuals, guided by Individualized Service Plans, a CVRM Case Manager will provide Rapid Re-Housing services to at least **thirty-six (36) individuals (including veterans)/or families** who are "literally homeless". CVRM's Project Application for the 2016 ESG Continuum of Care competition, Request for Proposal #DPARC-512, shall become part **Exhibit A**. CVRM's Budget Summary for the 2016 ESG Continuum of Care competition, Request for Proposal #DPARC-512, shall become **Exhibit B**.

**Overview of proposed programs, activities, and/or services to be provided:**

**Rapid Rehousing**

CVRM will make this service available for individuals and families that are considered "literally homeless" and includes housing relocation and stabilization services (rental application fees, security deposits, utility deposits or payments, last month's rent, housing search and placement activities, and housing stability case management) and tenant-based rental assistance (short, up to 3 months, and medium, up to 4 months, term rental assistance, 4 to 12 months). The total period for which any program participant may receive services must not exceed 12 months during any three year period. Based on the need and its capacity to provide the most impactful and economic services, CVRM is proposing to provide the following ESG services as part of an individualized and comprehensive approach that is rooted in the Housing First policy.

**Proposed programs, activities and services to be provided:**

CVRM will provide Rapid Re-Housing services as part of a client-centered, holistic approach to providing services to individuals and their families (in alignment with the Housing First policy model) that includes:

- **Intake and Assessment:**  
Every individual will receive a comprehensive intake/individualized assessment by a qualified CVRM Case Manager. During the intake assessment phase the Case Manager will also determine the needs of the individual's family members as applicable. Those individuals and their families who may not be eligible for ESG services will be linked to other appropriate community programs.
- **Service Planning:**  
Working in a therapeutic alliance with the CVRM Case Manager the client (and family if applicable) will develop an Individualized Service Plan based on information learned during the intake/assessment phase.
- **Comprehensive Wrap Around Case Management Services:**  
The CVRM Case Manager will provide individuals and their families with case management to ensure they transition to self-sufficiency. This will include arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of clients and helping them obtain housing stability. The Case Manager will meet with each client at least once monthly to provide support and assistance towards achieving each Individualized Service Plan.
- **Access to Supportive Services:**



All CVRM clients have access to an array of supportive services offered by CVRM including:

- Temporary housing/emergency shelter
  - 2-1-1 hotline for social services
  - Social security benefits
  - Cal-Works and other income security programs provided by the County of Riverside, Department of Public Social Services (DPSS)
  - Cal-Fresh (formerly known as Food Stamps) assistance
  - Low Income Energy Assistance Programs
  - Affordable housing information
  - Employment assistance and job training programs
  - Health care and mental health services
  - Services for victims of domestic violence
  - Veteran services
  - Specialized services such as legal services and credit counseling
- **Aftercare/Follow-Up Services:**  
Case Management begins on day one and continues through aftercare/follow-up services provided by the CVRM Case Manager to ensure gains and strengths are maintain, employment is maintained and housing stability is sustained for the long-term.

## PERFORMANCE INDICATORS

CVRM is an experienced vendor with the Riverside County Department of Public Social Services. The organization is also seasoned in contract management and program implementation where EFSP and ESG funds are utilized.

CVRM will meet the identified Performance Standards as follows:

- CVRM understands the Housing First policy as stated above. CVRM has also read, understands and will comply with all parts of The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, 24 CFR Parts 91 and 576 (**Exhibit C**);
- CVRM has also read, understands and will comply with all parts of The Emergency Solutions Grant State of California Regulations (**Exhibit D**);
- CVRM has also read, understands and will comply to the applicable written standards of the County of Riverside Continuum of Care Written Standards (current version; coordinate with the Riverside County Continuum of Care for latest version) (**Exhibit E**);
- CVRM is required to participate in the Homeless Management Information System (HMIS) per the ESG and CoC Interim Rule (24 CFR Part 576 and Part 578). HMIS provides an opportunity to document homelessness and helps to ensure coordination between service providers while avoiding duplication of services and client data;
- CVRM will participate in multi-directional data sharing relationship between multiple organizations. In order to systematically share data, the participating agencies must jointly establish a data sharing network formalized by the execution of guidelines, with the understanding they agree to future updates to the guidelines made by the HMIS Committee;
- CVRM will continue to be a "Member In Good Standing" in the Riverside County Continuum of Care Charter (**Exhibit F**);
- CVRM will utilize a comprehensive, universal assessment tool called the Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT) to make in an informed, reasonable, and objective assessment of each individual and/or family (**EXHIBIT G-1 AND EXHIBIT G-2**);

- CVRM will accept (and welcome) referrals from the Riverside County Continuum of Care Coordinated Entry System (CES);
- CVRM will continue to provide regular, on-going outreach to those facing homelessness in our community, and CVRM staff will serve on the CES Advisory Committee and Navigation Council;
- CVRM provide assessments leading to wrap-around case management services that promote self-independence and self-sufficiency, including direct linkages to mainstream service providers as needed (which could lead to and include graduation from services and/ or permanent housing);
- CVRM will participate in monitoring and site visits. The three basic goals for oversight and monitoring of the progress and performance of the ESG sub-recipient includes:
  - Ensure that ESG funds are used effectively to assist homeless individuals and families and that the basic ESG program goals are met;
  - Ensure compliance with ESG regulations and program requirements in the usage of funds and in carrying out program activities; and
  - Enhance and develop the management capacity of grantees or recipients.
- CVRM will comply with the matching funds requirement:
  - CVRM must make matching contributions to supplement the recipient's ESG program in an amount that equals the amount of ESG funds provided by the State of California Housing and Community Development (HCD) Department;
  - Matching contributions may be obtained from any eligible source, including any Federal source other than the ESG program, as well as state, local, and private sources. Additional requirements apply to matching contributions from a Federal source of funds;
  - Matching contributions must be provided after the date that HCD signs the grant agreement.
- As indicated, based on the contract start date, CVRM will achieve the following annual performance goals:
  - Rapid Rehousing Performance Benchmarks for project quality, as stated on the Riverside County Continuum of Care Written Standards;
  - Expenditure of 20% of Contracted Amount / Achievement of 20% Program Goal by end of the 1st quarter;
  - Expenditure of 50% of Contracted Amount / Achievement of 50% Program Goal by end of the 2nd quarter;
  - Expenditure of 80% of Contracted Amount / Achievement of 80% Program Goal by end of the 3rd quarter; and
  - Expenditure of 100% of Contracted Amount / Achievement of 100% Program Goal by end of the 4th quarter.

**Tab B Proposal Cover Page**

This Proposal Cover Page must be signed by an authorized representative. Signature by an authorized representative of the company on the proposal cover page shall constitute a warranty, the falsity of which shall entitle the County of Riverside to pursue any remedy authorized by law, which shall include the right, at the option of the County of Riverside, of declaring any contract made as a result thereof, to be void.

**BIDDER TO COMPLETE ALL APPLICABLE AREAS**

Bidders are required to register (If not already registered) on the County of Riverside Purchasing website:  
[WWW.PURCHASING.CO.RIVERSIDE.CA.US](http://WWW.PURCHASING.CO.RIVERSIDE.CA.US)

The County of Riverside Department of Public Social Services on behalf of the Homeless Program Unit is soliciting proposals from qualified firms to provide:

1. Street Outreach
2. Emergency Shelter
3. Rapid Re-housing
4. Homeless Management Information Systems (HMIS)

There will be **NO** Bidder's Meetings for this RFP.

Please submit your Questions to [reconcept@riversidedpss.org](mailto:reconcept@riversidedpss.org) no later than August 22, 2016 by 1:30 p.m.

Responses to questions will be posted no later than (Friday, August 26, 2016) at:  
<http://dnss.co.riverside.ca.us/homeless-programs/housing-and-urban-development>

**NO FAXED OR EMAILED PROPOSALS WILL BE ACCEPTED**

**PROPOSALS MUST BE DELIVERED ON 9/02/16, NO LATER THAN 1:30 P.M. TO:**  
County of Riverside – Department of Public Social Services  
Attn: Bidder Proposal # DPARC-512 – 2016 State ESG Homeless  
4060 County Circle Drive  
Riverside, CA 92503

*"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."*

Company Name: Coachella Valley Rescue Mission

Mailing Address: PO BOX 10660

City: Indio State: CA Zip: 92202

Remit to Address: PO BOX 10660

City: Indio State: CA Zip: 92202

Phone # (760)347-3512 FAX # (760)347-8073

Contractor Website: [www.cvrn.org](http://www.cvrn.org)

Name: Darla Burkett Title: Executive Director

Signature: Date: 9/1/2016

Email: [dburkett@cvrn.org](mailto:dburkett@cvrn.org)

Please Check  Disabled Veteran

**ATTACHMENT A  
BIDDER PROPOSAL RESPONSE**

**2016 COMPETITION  
REQUEST FOR PROPOSAL # DPARC-512**

**STATE EMERGENCY SOLUTIONS GRANT HOMELESS ASSISTANCE PROGRAM**



**Contact:**

Rowena Concepcion, Supervising Program Specialist  
Riverside County – Homeless Program Unit  
4060 County Circle Drive  
Riverside, CA 92503  
(951) 358-5638 / (951) 358-7755 (fax)  
Email: [rconcep@riversidedpss.org](mailto:rconcep@riversidedpss.org)

NIGP Code(s): 95237, 95249, 95255, and 95278

**This RFP and any ensuing Addendums are available at the following link:**  
<http://dpss.co.riverside.ca.us/homeless-programs/housing-and-urban-development>  
and  
[www.publicpurchase.com](http://www.publicpurchase.com)

**NOTE: BIDDERS ARE RESPONSIBLE TO READ ALL INFORMATION THAT IS STATED IN THIS  
REQUEST FOR PROPOSAL AND PROVIDE A RESPONSE AS REQUIRED**

Any Bidder who requests to have this RFP in electronic format may send an email request to:

Rowena Concepcion [rconcepcion@riversidedpss.org](mailto:rconcepcion@riversidedpss.org)

## **PURPOSE/BACKGROUND**

The County of Riverside Department of Public Social Services on behalf of the Homeless Programs Unit is seeking proposals from parties qualified in providing Homeless Assistance Programs for the State Emergency Solutions Grant administered by the California Department of Housing and Community Development ('State Department') with funding received from the U.S. Department of Housing and Urban Development (HUD). The State ESG funds are to provide services in all areas of County of Riverside not currently eligible for Emergency Solutions Grant (ESG) funds through direct city ESG entitlement; these areas are referred to as Non-Entitlement cities.

### **Background**

The ESG Program is designed to be the first step in a continuum of assistance to prevent homelessness and to enable homeless individuals and families to move toward independent living.

The federal Emergency Solutions Grant Program ("ESG"), authorized by the McKinney-Vento Homeless Assistance Act, as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, provides funding to: (1) engage homeless individuals and families living on the street; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters; (4) provide essential services to shelter residents, (5) rapidly re-house homeless individuals and families, and (6) prevent families/individuals from becoming homeless.

The State Department's newly redesigned State ESG Program aims to align with local systems' federal ESG and HEARTH goals, invest in impactful activities based on key performance goals and outcomes, improve geographic distribution of funded activities and continuity of funded activities, and create a streamlined delivery mechanism. The program emphasizes the involvement of local Continuums of Care and ESG entitlement entities in the funding distribution process.

### **Program Priorities**

The County is conducting a fair and open competitive process pursuant to State Regulation Section 8403. The County will evaluate provider capacity and experience on the following criteria:

1. The ability of the provider to deliver services in non-entitlement areas.
2. Comprehensive and coordinated access throughout the Service Area.
3. Prioritized access for services for people with the most severe needs.
4. Low barrier access to services and consistency with Housing First practices.
5. Use of progressive engagement approach to services and financial assistance.

**Program Objectives**

The County of Riverside has been designated as an Administrative Entity (AE) for the State of California Department of Housing and Community Development for the purpose of administering State ESG funds within the State ESG Service Areas. All activities funded with the County's ESG funds must provide funding to:

1. Engage homeless individuals and families living on the street;
2. Improve the number and quality of emergency shelters for homeless individuals and families;
3. Help operate these shelters;
4. Provide essential services to shelter residents;
5. Rapidly re-house homeless individuals and families; and
6. Prevent families and individuals from becoming homeless

**Funding for Services**

The total State ESG funds allocated to County of Riverside is \$631,929 which represents two Fiscal Years of funding received by the State for 2015-2016 and 2016-2017. The expenditure deadline is June 30, 2018. Of this, the allocation is broken out by the following:

Total amount	Admin costs (DPSS)	40% required for Rapid rehousing	Total available for other activities
\$631,929	\$17,393	\$245,814	\$368,722

**Regulations**

The State ESG program regulations may be obtained at: <http://www.hcd.ca.gov/financial-assistance/emergency-solutions-grant-program/index.html>. Federal Emergency Shelter Grants (ESG) Program funds may be used for five program components: street outreach, emergency shelter, rapid re-housing assistance, and HMIS. The County's use of the State allocation must ensure access to ESG funds by households living in non-entitlement areas, and allocate a minimum of 40% of the funds for Rapid Re-housing activities.

ESG match is provided by the applicant on a dollar for dollar basis. The eligible applicant will be required to provide evidence of non-federal matching funds equal to at least One Hundred Percent (100%) of the ESG award. Proposals must clearly indicate the source and amount of matching funds. These matching funds may be provided through documented voluntary contributions of time or money. Contributions of volunteered time shall be valued, in alignment with State minimum wage rates, at Ten Dollars (\$10) per hour.

**TAB A – PROPOSAL CHECKLIST**

**Tab A Proposal Checklist**

**Instructions:**

- This section must be filled in and each item checked off to ensure all items requested by the County in this RFP have been submitted.
- Follow the instructions in each section of this RFP.
- Present all requested items in the index tabs ordered A through I as shown.
- Label each item presented and include additional items on your Table of Contents.
- All proposals must include a detailed description of each proposed service to be provided.
- Bidders that do not follow the bid instructions found in the Terms and Conditions document "Section 6.0 General Proposal Submittal" may be found to be "non-responsive" and disqualified from the bid process.

Name of Company: Coachella Valley Rescue Mission

Service to provide: (title) Rapid Re-Housing (RR) (Emergency Shelter Service Proposal submitted under separate cover)

**Proposal Submission Checklist**

**General Bidder Information**

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

	Page Number
<input checked="" type="checkbox"/> Tab A – Proposal Checklist ( <i>this page</i> ).....	4
<input checked="" type="checkbox"/> Tab B – Proposal Cover Page ( <i>signed by Authorized Signatory</i> ).....	6
<input checked="" type="checkbox"/> Tab C – Company Profile/ Experience.....	7
<input checked="" type="checkbox"/> Tab D – Acknowledgements.....	18
<input checked="" type="checkbox"/> Tab E – Scope of Services.....	19
<input checked="" type="checkbox"/> Tab F – References.....	26



- Tab G – Bidder Attachment .....35  
Any response that Bidders are finding difficulty pasting into the “Bidders Response” boxes in any section of the RFP, bidders shall paste in Tab G. When pasting attachments to Tab G, label the attachments “Attachment 1”, “Attachment 2” and so forth. Enter the corresponding Attachment Number into the Bidder’s Response box with the words “See Tab G.” List all attachments with an index tab.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1	Articles of Incorporation	35
Attachment 2	<u>Proof of Non-Profit Status</u>	42
Attachment 3	Board Meeting Announcement	43
Attachment 4	ESG Performance Reports	44
Attachment 5	<u>Organization Chart, CVRM Executive Staff &amp; Board of Directors List</u>	71
Attachment 6	Project Staff Resumes and Job Descriptions	74
Attachment 7	<u>SAM Entity Overview for CVRM- Not on EPLS</u>	84
Attachment 8	<u>Volgistics Software Report- 2015 Volunteer Hours at CVRM</u>	85
Attachment 9	<u>MOU Match from Health to Hope – RRH &amp; ES</u>	88
Attachment 10	<u>CVRM Rapid Re-Housing Application Form</u>	89
Attachment 11	CVRM Donor Perfect Report – Private Donations	101
Attachment 12	_____	_____
Attachment 13	_____	_____
Attachment 14	_____	_____
Attachment 15	_____	_____
Attachment 16	_____	_____
Attachment 17	_____	_____
Attachment 18	_____	_____
Attachment 19	_____	_____
Attachment 20	_____	_____

**Cost and Financials**

Please provide Tabs H and I in a clearly marked, sealed envelope. These items should only be included in the Original Proposal.

- Tab H – Cost/Budget Narrative  
 Tab I – Financial Statement

**TAB B – PROPOSAL COVER PAGE**

**TAB C – COMPANY PROFILE / EXPERIENCE**

**Tab C Company/Organization Profile and Experience**

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. List bidder's legal business name and legal business status (i.e. partnership, corporation, etc.)

**BIDDER'S RESPONSE:**

Coachella Valley Rescue Mission (CVRM), corporation (See Tab G - Atch 1)

2. Provide bidder's proof of non-profit status, if applicable

**BIDDER'S RESPONSE:**

See Tab G, Attachment 2 for Proof of Non-Profit Status

3. Does bidder participate in the local CoC yes/no?

**BIDDER'S RESPONSE:**

Yes

4. Provide a brief history of the bidder's organization and participation of homeless persons in policy-making and operations.

**BIDDER'S RESPONSE:**

As an organization, CVRM started in 1971 as a soup kitchen for men only. In the 1980's services for underserved women & children were added. An emergency shelter program opened in 2004. In 2011, a 43,000 sq ft campus was added to provide 12 month residential programs designed to provide basic necessities along with life skills classes and case management. On 5/1/15, a 10,000 sq. ft. annex building opened as the permanent overnight shelter. Homeless & formerly Homeless are encouraged to attend Board Meetings. (Please see Tab G - Attachment 3, Board Meeting Announcement.) Our program staff & Executive Director have open door policies. Suggestion Boxes are located at multiple locations. CVRM also strives to provide jobs to client in the kitchen, security, CVRM emergency shelter, transportation, and thrift stores.

5. Provide the bidder's organization's experience in operating a similar program. Also, identify its experience in serving the homeless population.

**BIDDER'S RESPONSE:**

CVRM was established as a soup kitchen for men. Services for women & children were added in the 1980's and emergency shelter as well as support services in 2004. In 2014, a new facility was completed to house clients and in May 2015, a new shelter Annex was opened immediately behind the main campus to increase emergency shelter housing square footage. Support services such as life skills classes, recovery classes, transportation to Public Adult schools and other local agencies as well as food services and food boxes are also provided at our main campus. Rapid Re-House assistance was added to our spectrum of services in 2016.

In East Riverside County during the last two years, CVRM'S Street Outreach (SO) Team has been actively engaged in locating unsheltered individuals in a housing crisis through building trust, providing needed supplies (water, food, clothes, toiletries), connections to services, Emergency Shelter, and Housing Programs. CVRM'S SO Team has collaborated in the Coachella Valley with local city councils and law enforcement in Indio, Cathedral City, Palm Springs, and Desert Hot Springs as well as with the Riverside Sheriff's Homeless Outreach Team and Health to Hope Clinics (doctor, nurses, social workers, licensed counselors, and substance abuse counselors) to bring 47 willing individuals off the streets during the Summer of 2016.

CVRM has received ESG funding for Rapid Re-House Assistance in both 2015/2016 and 2016/2017 ESG funding cycles. CVRM has also received ESG funding for several years (2012/2013-2016/2017) in support of our Emergency Food, Shelter and Support Services Programs which include meals, shelter, clothing, referrals, life skills classes, access to onsite non-emergency medical care provided by another local non-profit, food box distributions, and recovery classes.

6. Provide bidder's experience implementing HUD and/or other federally funded projects. Include the following:
- Description of bidder's HUD and/or other federally funded project
  - Performance Reports required of bidder's described project
  - Operational Years of bidder's described project

**BIDDER'S RESPONSE:**

a) CVRM has received ESG funding for several years (2012/2013-2016/2017) in support of our Emergency Food, Shelter and Support Services Programs which include meals, shelter, clothing, , case management, referrals, life skills classes, access to onsite non-emergency medical care provided by another local non-profit, food box distributions, and recovery classes. CVRM has also received ESG funding for Rapid Re-House Assistance in both 2015/2016 and 2016/2017 ESG funding cycles.

b. Please see Tab G, Attachment 3 – ESG Performance Reports

c. CVRM was established as a soup kitchen for men. Services for women & children were added in the 1980's and emergency shelter as well as support services in 2004. In 2011, a new 43,000 square foot emergency shelter facility was completed. In May 2015, a new shelter Annex was opened to increase available emergency shelter housing space by an additional 10,000 square feet. Support services such as life skills classes, recovery classes, transportation to Public Adult schools and other local agencies as well as food services and food boxes are also provided at our main campus. Rapid Re-House assistance was added to our spectrum of services in 2016. In addition, Health to Hope a local non-profit provides non-emergency medical care at the CVRM onsite clinic as well as on site behavioral health counseling.

7. Does bidder have any unresolved monitoring or audit findings for any HUD grants (including ESG) operated by the bidder or its proposed subcontractor(s)? As applicable, enter either "Yes" or "No" in the bidder's response box below.

**BIDDER'S RESPONSE:**

No

8. If bidder replied "Yes" to question No. 7, bidder shall describe its unresolved HUD monitoring and/or audit findings below.

**BIDDER'S RESPONSE:**

N/A

Bidder shall provide a company overview for the following:

- a. Leadership/Management Structure (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
- b. The number of years in business under the present business name, as well as prior business names.
- c. The number of years of experience providing the proposed, equivalent or related services.
- d. Company size - number of staff.
- e. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

**BIDDER'S RESPONSE:**

- a. Please see Tab G – Attachment 5 – Organization Chart, CVRM Executive Staff & Board of Directors List
- b. 45 years, no prior business names
- c. 12 years, emergency food and shelter with support services; 15 months using VI-SPDAT Pre-Screen Housing Assessment; 4 months, Rapid Re-House Assistance; 2 years, street outreach
- d. Company Size: 27 Full Time & 25 Part Time Employees
- e. 84110 Manila, Indio CA 92201 and 47470 Van Buren Street, Indio, CA 92201 (adjacent buildings). Rapid Rehouse Project Staff Allocation: 1 FTE Housing Manager and 1 PT Case Manager. (Additional Staff of 1 PT Case Manager to be added if funded)

Staffing proposed is based on receipt of total amount proposed in this application. Actual staffing will be based on amount of funds received and cannot be determined until receipt of any funding resulting from this application is awarded.

9. Provide your company's mission statement.

**BIDDER'S RESPONSE:**

*"To serve those in need by sharing the saving grace of Jesus Christ through the provision of food, shelter, clothing and spiritual recovery."*

10. Please indicate whether the bidder holds controlling or interests in any other organization, or is owned or controlled by any other person or organization. If none, then state "None" in the response box. Governmental agencies are exempt from this requirement.

**BIDDER'S RESPONSE:**

None

11. Please indicate whether the bidder holds financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.

**BIDDER'S RESPONSE:**

No

12. Names of persons with whom the Bidder has been associated in business as partners or business associates in the last five years. Governmental agencies are exempt from this requirement.

**BIDDER'S RESPONSE:**

None

13. Provide an explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract.

**BIDDER'S RESPONSE:**

Neither CVRM nor its principal officers are involved in any litigation with any contract.

14. Bidders providing services to minors (i.e., family shelters) must conduct, at a minimum, a Department of Justice (DOJ) criminal background record check on all employees, subcontractors and volunteers. Provide the background checking policy and procedures for the bidder's company, and the company the bidder utilizes for this service.

**BIDDER'S RESPONSE:**

CVRM currently runs background checks on those who apply and step into supervisory positions, ie managers and supervisors.

If CVRM is awarded ESG project funding, CVRM will run DOJ criminal background record checks on all employees, subcontractors and volunteers working on this specific project and providing services to minors.

CVRM currently uses Welty's Postal Connection (42335 Washington St, Palm Desert, CA 92211) for print scanning and we have access to receive the background information.

15. **Credentials/Resumes/Certifications/Licenses**

This section shall state all employees/subcontractors responsible for administering or providing services. Bidder shall specifically provide the following information on all employees to be providing services related to this RFP:

- a. Position Title
- b. Responsibilities
- c. Qualifications/Experiences
- d. Certifications/licenses, if applicable
- e. Any other information, which will assist in evaluating qualifications.



**BIDDER'S RESPONSE:**

In support of the ESG RRH project:

- a. Please see attached resumes for Program Director, Housing manager, and Case Manager. Resumes may be found Tab G, Attachment 6. If we are funded, we will hire 2 additional qualified part time case managers staff to support project. Please also see the Project Organization Chart (Tab G, Attachment 5). Staff and TBD positions proposed for this project are highlighted in yellow on said organization chart.
- b. Please see attached job descriptions, ( Tab G - Atch 6) for Program Director, Housing Supervisor/Manager, & Case Manager.
- c. Please see attached resumes for Program Director, Housing Supervisor /Manager, and 1 Case Manager. Resumes may be found Tab G, Attachment 6. If we are funded, we will hire 1 additional qualified case manager to support project.
- d. Please see attached resumes for Program Director, Housing Supervisor/Manager, and Case Manager. Resumes may be found Tab G, Attachment 6. If we are funded, we will hire additional qualified staff to support project.
- e. CVRM staff uses HMIS. All Program Staff has received VI-SPDT pre-survey trained and are Navigators. They have user names & passwords. They also are entering data into the Riverside County Homelink system.

*Bidder can add as many sections to this bid response box as they need to state all employees providing services.*

17. **Federal Exclusion List- System for Award Management (SAM)** - If this Request for Proposal is Federally or State funded, bidder's must go to the following website and submit with their proposal that the contractor is not listed on the System for Award Management (SAM) at <https://www.sam.gov> for:

- ✓ Central Contractor Registry (CCR)
- ✓ Federal Agency Registration (Fedreg)
- ✓ Online Representations and Certifications Application
- ✓ Excluded Parties List System (EPLS)

Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. If awarded a contract, awarded vendor must notify the County immediately if debarred at any time during the contract period.

**BIDDER'S RESPONSE:**

CVRM is listed on SAM. CVRM is not on the EPLS. (Please see Tab G – Attach 7) CVRM has submitted all necessary certs and reps.

DUNS: 790591929                      CAGE CODE: 791H0      STATUS: Active

PURPOSE OF REGISTRATION: Federal Assistance Awards Only

18. **Indicate Type of Project(s) and Service(s), check all boxes that apply to your organization/agency**

<input checked="" type="checkbox"/>	<b>Emergency Shelter Facilities</b>		<b>Transitional Housing</b>
	<b>Vouchers for Shelters</b>	<input checked="" type="checkbox"/>	<b>Outreach</b>
<input checked="" type="checkbox"/>	<b>Drop-In Center</b>	<input checked="" type="checkbox"/>	<b>Soup Kitchen/Meal Distribution</b>
<input checked="" type="checkbox"/>	<b>Food Pantry</b>		<b>Health Care</b>
	<b>Mental Health</b>		<b>HIV/AIDS Services</b>

<input checked="" type="checkbox"/>	Alcohol/Drug Program	Employment
<input type="checkbox"/>	Child Care	Homeless Prevention
<input type="checkbox"/>	Other(Please List)	

Estimated number of people served for each activity:

19. Residential Services

Number Served:	Adults:	1394
Number Served:	Children:	79
Total Number Served Yearly:		1473

Non-residential Services

Number Served:	30,078
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20. Residential Services only (Indicate the number of estimated persons housed at any given time in each shelter type funded through the ESG program)

Shelter Type	Number of Persons Housed
Barracks:	25 (ESG ES- County of Riverside)
Group/Large House:	
Scattered site Apartment:	22 (ESG RR - County of Riverside.)
Single Family Detached House:	
Single Room Occupancy	
Mobile Home / Trailer:	
Hotel / Motel:	
Other:	

21. Describe the program's client intake and participation selection/assessment process. Explain how persons are accommodated on evenings and weekends, (e.g. 24-hour staffing at shelter, phone, monitoring, referral, etc).

**BIDDER'S RESPONSE:**

CVRM is open and staffed 24 hours/day, 365 days/year. Case management is provided Monday through Sunday from 7am-3:30pm to provide referrals. Phone calls are handled during the Mon-Sat by case management and in the evenings by Security staff who forward calls to appropriate program staff on call. Clients may make necessary calls.

CVRM clients 1st arriving register on a Sign-In sheet before meeting with case management to

complete detailed intake documentation which is entered into the Homeless Management Information System. Shelter is provided on a 1st come, 1st serve basis at no cost. Clients may stay up to 90 consecutive days but there are exceptions/situations when a client needs to stay longer. In such cases, a client may stay up to 180 days. All services are at no charge and are provided without regard to gender, gender identification, national origin, ethnic background, social economic group, religion or age.

22. Select all support services that are provided to the Emergency Shelter client. Enter the number of clients that you anticipate serving in the categories that apply.

	Select all that apply	Number of clients served
Non-Referral Day Drop In Center	___ X ___	___ 3000 ___
24 Hrs. Non-Referral Drop In Center	___	___
Referral Only Overnight Shelter	___	___
Non-Referral Overnight Shelter	___ x ___	___ 2500 ___
Transitional Housing	___	___

23. Describe how the Emergency Solutions Grant program will be staffed including the ratio of caseworkers or counselors to client. Applicants are encouraged to discuss how shelter volunteers and/or clients provide services at the facility (e.g. facility maintenance, program outreach, program operation, etc.).

**BIDDER'S RESPONSE:**

Rapid Rehousing Project Staff Allocation: Currently, the CVRM RRH\* Housing team consists of the Program Director, 1 FTE Housing Manager, and 1 PT Case Manager. The case managers and report to the housing supervisor. The housing supervisor reports directly to the Program Director. If CVRM is awarded the funding amount proposed, we will add 1 PT Case Manager positions.

The ratio of CVRM RRH housing staff (including TBD positions if fully funded) to proposed potential RRH participants will be approximately 1:8.

Individuals from the community volunteer by assisting with food prep, meal service, maintenance, and administration. Additionally, retired professionals lead on site life skills classes in subjects such as financial management, computer literacy, work search, grief share, GED tutoring, recovery/relapse prevention, anger management, parenting as well as health & hygiene.

Clients may participate in onsite work skill training assignments while at CVRM. Clients may receive training in our Administration, Security, Landscaping, Food Preparation, Housekeeping, Janitorial, Maintenance, Retail Sales, and Transportation (Box Truck Donation Pick Ups) departments. All receive job performance reviews every 30 days and may rotate assignments in order to build practical work experience and references to include on their resumes. Clients may also assist by helping with client laundry and toiletry distribution.

24. In the last 12 months, what is the number of all clients who have exited your Program have moved into permanent, transitional, or sober living (overall placement rate)?  
**Number of persons placed/582 Total number served/2,589 (1473 clients served in Calendar Year 2015)**
25. Describe what types of case management is provided after clients are no longer in your program. Is there any follow-up with these clients?

**BIDDER'S RESPONSE:**

Clients are welcome to return for case management services. Clients after leaving CVRM are tracked through social media as well encouraged to return to volunteer as well as to receive counseling if desired.

26. Bidder shall provide the type of facility, total number of beds (max. capacity), and number of beds to be created (In addition to current max. capacity).

*Bidders shall describe in detail the type of facility, shall provide total number of beds at maximum capacity and shall provide the number of beds to be created in addition to current maximum capacity.*

**BIDDER'S RESPONSE:**

CVRM is a designated Emergency Shelter.

Maximum capacity is 250. No additional beds shall be created in Emergency Shelter since maximum capacity may not exceed 250 per City of Indio Fire Marshall.

27. Bidder shall provide the total number of homeless clients proposed to be served per year.

**BIDDER'S RESPONSE:**

Overall, CVRM projects to serve 2500 emergency shelter clients during the period of performance to be funded by grants and donations received from all sources, including any ESG funding received as a result of this application.

With respect to Rapid Rehouse, CVRM expects to house 24 clients with the understanding that the total proposed State ESG funding amount will be awarded.

28. Does your organization utilize the housing first model?  
    \_\_\_XXX Yes\_\_\_      No      \_\_\_Not Applicable

29. Select Zone Area(s) Served. (For your reference the Geographical Zones are on page 14.)

- Zone 1 (Western County)
- Zone 2 (Mid & Southwest County)
- Zone 3 (Desert & Eastern County)
- Zone 4 (Blythe)

<input type="checkbox"/> Check <b>Zone 1</b>		<input checked="" type="checkbox"/> Check <b>Zone 2</b>		<input checked="" type="checkbox"/> Check <b>Zone 3</b>	
Western County		Mid & Southwest County		Desert & Eastern County	
City	Zip Code	City	Zip Code	City	Zip Code
Colton	92324	Aguanga	92536		
Corona	92879	Anza	92539	Cathedral City	92234
Corona	92881	Banning	92220	Cathedral City	92235
Corona	92882	Beaumont/ Cherry Valley	92223	Coachella	92236
Eastvale	92880	Cabazon	92230	Desert Center/Eagle Mountain	92239
Elsinore	92530	Calimesa	92320	Desert Hot Springs	92240
Elsinore	92531	Hemet	92543	Indian Wells	92210
Elsinore	92532	Hemet	92545	Indio	92201
Homeland	92548	Hemet/Valle Vista	92544	Indio	92202
Jurupa Valley	91752	Idyllwild	92549	Indio	92203
Jurupa Valley	92509	Menifee/Sun City	92584	Indian Hills/DHS/ Sky Valley	92241
March AFB	92518	Mountain Center	92561	La Quinta	92253
Moreno Valley	92551	Murrieta	92562	Mecca/North Shore	92254
Moreno Valley	92552	Murrieta	92563	Midland	92255
Moreno Valley	92553	San Jacinto	92581	Palm Desert	92211
Moreno Valley	92554	San Jacinto	92582	Palm Desert	92260
Moreno Valley	92555	San Jacinto/ Gilman Springs	92583	Palm Desert	92261
Moreno Valley	92556	Temecula	92590	Palm Desert	92258
Moreno Valley	92557	Temecula	92591	Palm Desert	92262
Norco	92860	Temecula	92592	Palm Desert	92263
Nuevo/Lakeview	92567	Temecula	92593	Palm Desert	92264
Perris	92570	Winchester	92596	Palm Desert	92264
Perris	92571			Rancho Mirage	92270
Perris	92572			Ripley	92272
Riverside	92501			Thermal/Oasis/ Salton Sea	92274
Riverside	92502			Thousand Palms	92276
Riverside	92503			Whitewater	92282
Riverside	92504				
Riverside	92505				
Riverside	92506				
Riverside	92507				
Riverside	92508				
Romoland	92585				
Sun City	92586				
Sun City/Canyon Lake/Quail Valley	92587				
Wildomar	92595				

Check **Zone 4**  
Blythe 92225

30.

**IDENTIFY COMMITTED SOURCES OF MATCHING FUNDING**

*(Attach documentation)*

<u>Funding Source</u>	<u>Amount of Funds</u>	<u>Date Funds Available</u>
Volunteers at CVRM	\$100,000	Gift In Service Match (18 mos service hrs based on 2015 volunteer hours actuals - See Tab G - Atch 8)
Health to Hope (GIS ES & RRH)	\$104,200*	1/1/2017-12/31/17 (See Tab G Atch 9)
Private Donations	Will use Private donations on a \$ for \$ Match basis if needed to meet necessary match commit requirements	immediately - ongoing direct mail private donations - (See Tab G Atch 11 for Summary Actual Private Donations received from 1/1/16-6/30/16)

\* Match Funding commit required for any Rapid Rehouse Housing funds received as a result of this application shall be matched from a portion of the valued Gift in Service amounts contained on the MOU from Health to Hope (See Tab G - Atch 7). The MOU was entered into with Health to Hope to support both State ESG Rapid Rehouse as well as State ESG Emergency Shelter projects.

**TAB D – ACKNOWLEDGEMENTS**

**Tab D Acknowledgements**

**1. Clarifications, Exceptions, or Deviations**

All bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exceptions, or deviation must be clearly identified. If your firm has no clarification, exceptions, or deviation, a statement to that effect shall be included in this section. The sample service agreement is attached as Exhibit A (which is located in the Terms and Conditions Document) and incorporated herein by this reference.

The following contractual terms are **non-negotiable**.

- Indemnification
- All insurance terms prior to the start of the agreement
- Termination
- Ownership/Use of Contract Materials and Products
- Disputes
- Governing Law
- Confidentiality
- Subcontractors
- Reporting Requirements

*Do you have any other exceptions/deviations? If so, please provide an explanation:*

**BIDDER'S RESPONSE:** CVRM takes no exceptions.

**2. Evidence of Insurability/Business Licenses**

All bidder(s) shall submit evidence of all required insurance. An Accord cover page will suffice and if awarded the contract the Bidder has ten (10) calendar days to produce the required insurances including a certified endorsement naming the County as additionally insured. The bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Provide a copy of current business license or other applicable licenses.

**CERTIFICATIONS**

I, Darla Burkett, a duly authorized agent of Coachella Valley Rescue Mission,

Printed Name of Agent/Officer

Name of Organization

hereby certify that Coachella Valley Rescue Mission by submission of this proposal in response to the

Name of Organization

Professional Services RFP, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature Darla Burkett

Date 8-29-16

Title of Agent/Officer Executive Director



**TAB E- SCOPE OF SERVICES**

**Tab E Scope of Services**

This RFP has a space provided under each question the County has of the Bidder. This RFP is available for electronic download at <http://dpss.co.riverside.ca.us/homeless-programs/housing-and-urban-development>

**BIDDERS INSTRUCTIONS:** Bidders must address all points in this section. Bidders must make all responses in the Bidder's Response Box at the end of each point. All questions/points to be addressed are made in *italicized font* in the Bidder's Response Box.

DPSS seeks proposals for the following four (4) Eligible Emergency Solutions Grant (ESG) Activities:

1. Street Outreach
2. Emergency Shelter
3. Rapid Re-housing
4. Homeless Management Information Systems (HMIS)

Bidders may submit a proposal for each activity. Bidders wishing to submit a proposal must submit separate proposals per eligible activity. Proposals for multiple activities made on one bid will be rejected.

**Street Outreach (24 CFR 576.101)**

ESG funds may be used for Street Outreach (SO) activities which include the costs of providing essential services necessary to reach out to unsheltered homeless people, connecting these individuals with ES, housing or critical services, and providing urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access ES, using or an appropriate health facility.

Eligible activities include engagement, case management, emergency health and mental health services, transportation, and services for special populations, as defined in the federal regulations. ESG-funded SO activities must operate for at least as long as the term of the ESG grant, and must comply with the requirements at 24 CFR 576.101, which address maintenance of effort requirements to ensure ESG funds are not replacing local government funds during the immediately preceding 12-month period.

While SO is an eligible stand-alone activity, it may also be proposed in conjunction with Rapid Rehousing (RR) or Emergency Shelter (ES). The intention of including this activity with these activities is to facilitate reaching and prioritizing persons experiencing homelessness that are unsheltered and living in places not designed for human habitation for services, consistent with Core Practices.

1. Bidder shall have engagement activities to locate identify and build relationships with unsheltered homeless people for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs.

*Bidders shall describe in detail the engagement activities to locate identify and build relationships with unsheltered homeless people for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs.*

**BIDDER'S RESPONSE:**

2. Bidder shall provide case management activities to assess housing needs, and arranging/coordinating/monitoring the delivery of individualized services.

*Bidders shall describe in detail the case management activities to assess housing needs, and arranging/coordinating/monitoring the delivery of individualized services.*

**BIDDER'S RESPONSE:**

3. Bidder shall provide emergency health services such as outpatient treatment of urgent medical conditions by licensed medical professionals in community-based settings (e.g., streets, parks, and campgrounds) to those eligible participants unwilling or unable to access emergency shelter or health care facility.

*Bidders shall describe in detail the emergency health services such as outpatient treatment of urgent medical conditions by licensed medical professionals in community-based settings (e.g., streets, parks, and campgrounds) to those eligible participants unwilling or unable to access emergency shelter or health care facility.*

**BIDDER'S RESPONSE:**

4. Bidder shall provide emergency mental health services such as outpatient treatment of urgent mental health conditions by licensed professionals in community-based settings (e.g., streets, parks, and campgrounds).

*Bidders shall describe in detail the emergency mental health services such as outpatient treatment of urgent mental health conditions by licensed professionals in community-based settings (e.g., streets, parks, and campgrounds).*

**BIDDER'S RESPONSE:**

5. Bidder shall provide transportation by outreach workers, social workers, medical professionals, or other service providers during the provision of eligible street outreach services.

*Bidders shall describe in detail the transportation provided by outreach workers, social workers, medical professionals, or other service providers during the provision of eligible street outreach services.*

**BIDDER'S RESPONSE:**

Bidder shall provide services to special populations and address the needs of homeless youth, victims of domestic violence and related crimes/threats, and/or people living with HIV/AIDS that are homeless.

*Bidders shall describe in detail the services provided to special populations and address the needs of homeless youth, victims of domestic violence and related crimes/threats, and/or people living with HIV/AIDS that are homeless.*

**BIDDER'S RESPONSE:**

**Emergency Shelter (24 CFR 576.102; 25 CCR 8408)**

7. ESG funds may be used for costs of providing essential services and shelter operations, as defined in federal regulations, to homeless families and individuals in an ES. An ES is any facility where the primary purpose is to provide a temporary shelter for general or specific populations experiencing homelessness, and which does not require occupants to sign leases or occupancy agreements. Hotel or motel vouchers may only be used if there is no other appropriate ES available for a homeless family or individual.

Federal regulations prohibit involuntary family separation based on the age of a child under age 18. ESG-funded ES activities must operate for at least as long as the term of the ESG grant, and must comply with all requirements of 24 CFR 576.101, which address maintenance of effort requirements to ensure ESG funds are not replacing local government funds during the immediately preceding 12-month period.

Day Shelters: A day shelter must meet the criteria in the ES definition and will compete as an ES. The primary purpose of a day shelter must be to provide temporary shelter for persons experiencing homelessness. Facilities such as multi-purpose centers or stand-alone soup kitchens do not qualify as ES. Day shelters must target people who are sleeping on the streets, or in ES. Clients experiencing such homelessness must be permitted to stay at the day shelter during all hours it is open for shelter.

*Bidders shall describe in detail the emergency services provided to individuals and families that are in an emergency shelter, case management, life skills, child care, education services, employment assistance and job training, outpatient health services, legal services, mental health services, substance abuse treatment services, transportation, services for special populations, security, insurance, fuel, utilities, equipment, food, furnishings, maintenance (including minor repairs), supplies necessary for operating an emergency shelter and also provide other emergency lodging( hotel/motel voucher) when appropriate.*

**BIDDER'S RESPONSE:**

**Homeless Prevention (24 CFR 576.103)**

8. HP activities are not eligible in this NOFA as a stand-alone activity, but may be proposed in conjunction with ES (for example, to facilitate shelter diversion) or with RR activities (for example, to facilitate preventing homelessness of a previously assisted individual or household who is experiencing instability after RR assistance has ended).

ESG funds can provide housing relocation and stabilization services and short or medium term rental assistance to someone who is "at risk of homelessness," as defined in 24 CFR 576.2, but only to the extent to help the participant regain housing stability.

*Bidders shall describe in detail the services it will provide for housing relocation and stabilization and short or medium term rental assistance to someone who is "at risk of homelessness", and how the participant will regain housing stability.*

**BIDDER'S RESPONSE:**

*The CVRM day drop in center is open daily from 7am to 3:30 pm, Monday through Sunday. Case managers are available to provide referrals to services available at CVRM such as public meals which are offered twice daily, food boxes containing enough food to feed a family of 4 for 4 days, and referrals to other local agencies / organizations including but not limited to Salvation Army, FIND (assistance with food stamp cards), Galilee Center, Catholic Charities, Jewish Family Services and The Narrow Door.*

**Rapid Re-housing 24 CFR 576.104; 25 CCR 8408)**

9. ESG funds may be used to provide housing relocation and stabilization services and short- or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. RR activities must meet all of the HUD requirements specified at 24 CFR 576.104 including requirements for:

- eligible program participants;
- eligible costs, including financial assistance costs and services costs;
- maximum amounts and periods of assistance;
- use with other subsidies;
- limitations on maximum rent levels;
- rental assistance agreement with owner;
- lease agreement between owner and participant; and
- condition of housing where assistance is provided.

*Bidder shall describe in detail how it plans to help homeless persons living on the streets or in an emergency shelter transition as quickly as possible into permanent housing and help such persons achieve stability.*

**BIDDER'S RESPONSE:**

*During both mobile outreaches and shelter intakes, VI-SPDAT assessments are conducted to "help identify the best type of support and housing intervention for an individual by relying on three categories of recommendation - permanent supportive housing, rapid re-housing and affordable housing." This data is then entered into HMIS and Homelink so that not only CVRM but other agencies/organizations may utilize the Coordinated Entry System (CES) in order to expedite referrals to correctly match people to the appropriate category of housing - Permanent Supportive, Rapid Re-House or Affordable Housing.*

*CVRM is requesting State ESG Rapid Re-House (RRH) funds to augment existing RRH program activities currently funded through County of Riverside ESG RRH funding. RRH assistance currently provided by CVRM includes both short term (up to 3 months) and medium term (4 - 12 months) assistance.*

*The CVRM Housing Team works with participants from shelters, referrals and homeless living in encampments. As mentioned above, the team using Homelink and HMIS to select clients in accordance with the CES prioritization tool. Then, an initial consultation and eligibility assessment with each potential RRH*

**ESG program participant is conducted. (See Tab G – Attch 10)**

**The Housing team after verifying RRH eligibility works with the participant to locate housing. (RRH funding if available is provided to program participants who meet the criteria under paragraph (1) of the "homeless" definition in § 576.2 or who meet the criteria under paragraph (4) of the "homeless" definition and live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition.) Actual RRH funding assistance provided will not exceed the Fair Market Rent established by HUD and will comply with HUD's standard of rent reasonableness.**

**Once housing passes housing inspection; CVRM and participant enter into a Rental Agreement with the property owner in accordance with HUD RRH requirements. The participant also signs a legally binding rental assistance agreement with the property owner for tenant-based assistance. This lease must also conform to requirements of 24 CFR 576.106 (h).**

**In addition to rental assistance, CVRM with any funding received as a result from this application will provide:**

**Security Deposit (not to exceed 2 months rent)**

**Standard Utility Deposits (gas & electricity if necessary)**

**Housing Search & Placement**

**House Stability Case Management visits 3 times per month for first 3 months then at minimum 1 time per month for 12 a total of 12 months in accordance with ESG program requirements)**

**Using funding and Gift in Kind donations from other sources, CVRM also provides ESG RRH participants with moving assistance (furniture and personal belongings), furniture & household items (from CVRM Thrift Stores depending on inventory availability from private gift in kind donations), monthly food boxes as well as referrals to other local agencies/organizations based on clients individual needs and goals.**

**RRH clients also have access to CVRM onsite supportive services including by not limited to life skills classes, job skills training, as well as secondary education. They may also access non-emergency professional medical and mental health services available at CVRM from licensed professionals from a local non-profit, Health to Hope.**

**CVRM's RRH program's goal is to assist participants quickly move into permanent housing while providing the tools and rental assistance necessary to achieve and maintain housing stability.**

**Homeless Management Information Systems (HMIS) (24 CFR 576.107; 25 CCR 8408)**

**ESG can pay for HMIS activities associated with contributing data associated with RR, ES, SO, and HP activities. As**

defined in State regulations, HMIS includes the use of a comparable database as permitted by HUD. In no case can costs exceed ten percent of the total amount requested per application. HMIS activities must comply with HUD's standards on participation, data collection, and reporting. See federal regulations for complete lists of eligible HMIS costs. Provision under this category applies to hardware, equipment and software costs, and staffing.

*Bidder acknowledges that it shall utilize the HMIS database or a comparable database to document all individuals receiving assistance through the Emergency Solutions Grant program, as well as provide accurate, complete and timely data.*

**BIDDER'S RESPONSE:**

CVRM acknowledges that CVRM shall utilize the HMIS database to document all individuals receiving assistance through the Emergency Solutions Grant program, as well as provide accurate, complete and timely data.

**IMPLEMENTATION REQUIREMENTS**  
**Core Practices (25 CCR 8409)**

**Use of Coordinated Entry:** Unless exempted by federal rules, all ESG-funded activities shall utilize a coordinated entry system established by the CoC in a manner that promotes the following:

- comprehensive and coordinated access to assistance regardless of where an individual or family is located in the CoC Service Area. Local systems should be easy to navigate and have protocols in place to ensure immediate access to assistance for people who are experiencing homelessness or most at-risk;
- prioritized access to assistance for people with the most urgent and severe needs, including, but not limited to, survivors of domestic violence. ESG-funded activities shall seek to prioritize people who:
- are unsheltered and living in places not designed for human habitation,
- have experienced the longest amount of time homeless; and
- have multiple and severe service needs that inhibit their ability to quickly identify and secure housing on their own; and
- for HP activities, people who are at greatest risk of becoming literally homeless without an intervention and are at greatest risk of experiencing a longer time in shelter or on the street should they become homeless.

**Housing First Practices:** All ESG-assisted projects shall operate in a manner consistent with housing first practices as reflected in the CoC written standards and progressive engagement and assistance practices, including the following:

- ensuring low-barrier, easily accessible assistance to all people, including, but not limited to, people with no income or income history, and people with active substance abuse or mental health issues;
- helping participants quickly identify and resolve barriers to obtaining and maintaining housing;
- seeking to quickly resolve the housing crisis before focusing on other non-housing related services;
- allowing participants to choose the services and housing that meets their needs, within practical and funding limitations;
- connecting participants to appropriate support and services available in the community that foster long-term housing stability;
- offering financial assistance and supportive services in a manner which offers a minimum amount of assistance initially, adding more assistance over time if needed to quickly resolve the housing crisis by either

ending homelessness, or avoiding an immediate return to literal homelessness or the imminent risk of literal homelessness. The type, duration, and amount of assistance offered shall be based on an individual assessment of the household, and the availability of other resources or support systems to resolve their housing crisis and stabilize them in housing.

**Written Standards (24 CFR 576.400(e); 25 CCR 8409)**

Funded activities must operate consistent with written standards currently adopted by the CoC and applicable to all similar activities. In general, written standards address such things as policies and procedures for evaluating eligibility, for targeting and prioritizing services, for length and terms of assistance, for coordination among services, and for participation in HMIS. Consult the federal regulations for what should be addressed in written standards for each activity.



**TAB F- REFERENCES**

**Tab F References**

**References**

All bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include Riverside County Elected Officials, Department Directors, or Department of Public Social Services staff as a reference. However, references can include other county agencies that are not partaking in this RFP. Please verify that all reference information is correct.

Reference 1	
Company name:	County of Riverside, EDA
Address:	3403 Tenth Street, Suite 400, Riverside, CA 92501
Contact person:	Sterlon Sims
Email address:	SSims@rivcieda.org
Telephone address:	951-955-3141
Project name:	ESG Rapid Re-House Projects
Dates worked performed:	4/4/16-8/30/16 & 7/1/16-6/30/17
Summary of scope of services:	Provide Rapid Re-Housing. Associated services provided include case management and housing manager salaries (direct cost) as well as rapid re-house activities including security deposit, rent, and application fees.
Project cost:	\$50,000 (4/4/16-8/30/16) / \$72,642 (7/1/16-6/30/17)

Reference 2	
Company name:	City of Indian Wells
Address:	44-950 Eldorado Drive, Indian Wells, CA 92110
Contact person:	Nancy Samuelson
Email address:	nsamuelson@IndianWells.com
Telephone address:	760-346-2489
Project name:	Indian Wells – Grants In Aid
Dates worked performed:	2013/2014, 2014/2015, 2015/2016
Summary of scope of services:	Emergency Services Program for Underserved with Case Management and Referrals
Project cost:	\$20,000 (2013/2014), \$25,000 (2014/2015), \$30,000 (2015/2016)

Reference 3	
Company name:	City of Indio
Address:	1. 100 Civic Center Mall 2. PO Box Drawer 1788 Indio, CA 92202

Contact person:	Jesus Gomez
Email address:	jgomez@indio.org
Telephone address:	760-541-4260
Project name:	CDBG Food and Emergency Shelter
Dates worked performed:	2013/2014, 2014/2015, 2015/2016, 2016/2017
Summary of scope of services:	Emergency Food and Shelter with Case Management and referrals
Project cost:	\$42,000 (2013/2014), \$42,000 (2014/2015), \$42,000 (2015/2016), \$42,000 (2016/2017)

1. Provide a list detailing contracts that your company has been awarded during the last five years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

**BIDDER'S RESPONSE: none**

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

**BIDDER'S RESPONSE: none**

**TAB G – BIDDER ATTACHMENTS**

**Tab G Bidder Attachment**

Any response that Bidders are finding difficulty pasting into the "Bidders Response" boxes in any section of the RFP, bidders shall paste in Tab G. When pasting attachments to Tab G, label the attachments "Attachment 1", "Attachment 2" and so forth. Enter the corresponding "Attachment Number" into the Bidder's Response box as the example shows below:

**Below is an example:**

**Tab D Company Profile**

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

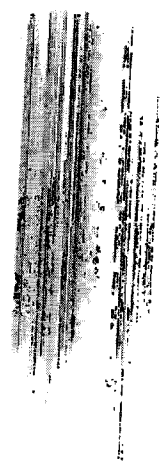
1. Business name and legal business status (i.e. partnership, corporation, etc.)

**BIDDER'S RESPONSE:** Located in "Attachment 1"

2. Proof of non-profit status, if applicable

**BIDDER'S RESPONSE:** Located in "Attachment 2"

**Tab H – Cost Proposal (pages 29-33) may be found in Sealed Envelope in Original Copy of this Application**



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# STATE OF CALIFORNIA



## OFFICE OF THE SECRETARY OF STATE

I, **EDMUND G. BROWN JR.**, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this

MAR 30 1971



*Edmund G. Brown Jr.*  
Secretary of State

100100

ARTICLES OF INCORPORATION  
OF  
COACHELLA VALLEY RESCUE MISSION

EMERALD  
MAR 30 1971  
EDWARD G. BRYANT, JR., SECRETARY  
By JAMES E. HARR  
Deputy

I

The name of this corporation shall be COACHELLA VALLEY RESCUE MISSION.

II

The purposes for which this corporation is formed are:

(a) The specific and primary purposes are to establish and operate a mission for the purpose of reaching the unfortunate with the preaching of the Gospel of Jesus Christ for the salvation of their souls; to assist in the feeding and clothing and lodging of those who are in need of the same; to glorify God in the salvation of souls, the edification of Christians through the teaching of the Bible as God's Holy Word, and the promulgation of Christian doctrines.

(b) The general purposes and powers are:

- (1) To sue and be sued
- (2) To make contracts
- (3) To receive property by devise or bequest, subject to the laws regulating the transfer of property by will, and otherwise acquire and hold all property, real or personal, including shares of stock, bonds, and securities of other corporations.



(4) To act as trustee under any trust incidental to the principal objects of the corporation, and receive, hold, administer and expend funds and property subject to such trust.

(5) To convey, exchange, lease, mortgage, encumber, transfer upon trust, or otherwise dispose of all property, real or personal.

(6) To borrow money, contract debts, and issue bonds, notes, and debentures and secure the payment or performance of its obligations.

(7) To do all other acts necessary or expedient for the administration of the affairs and attainment of the purposes of the corporation.

(8) Notwithstanding any of the above statements or purposes and powers, this corporation may engage only to an insubstantial extent in activities which in themselves are not in furtherance of those purposes as set forth in Paragraph (a) of Article II.

### III

This corporation is organized pursuant to the General Nonprofit Corporation Law of the STATE OF CALIFORNIA.

### IV

No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any

political campaign (including the publication or distribution of statements on behalf of any candidate for office.)

V

The county in this State, where the principal office for the transaction of the business of this corporation is located, is RIVERSIDE COUNTY.

VI

The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors, are:

Warren Mooney	46-211 South Jackson, Indio, California
Jack Orsborn	45-110 Ash, Indio, California
Ben Webb	58-800 Calhoun, Thermal, California
William Northrup	81-589 De Oro, Indio, California
Troy E. Fookes	81-747 De Plata, Indio, California
Calvin Zimmerman	82-743 Smoke Tree, Indio, California

The number of persons named above shall constitute the number of directors of the corporation until changed by an amendment to the By-Laws or to these Articles of Incorporation.

VII

That this is a corporation which does not contemplate the distribution of gains, profits or dividends to the members thereof. The authorized number and qualifications of the members of this corporation, the different classes of membership, the property, voting and other rights and privileges of each class of membership, shall be set forth

and determined by the By-Laws and Amendments thereto. Honorary memberships may be extended to persons other than members, but only by approval by the Board of Directors. Any Honorary member shall not be entitled to voting privileges. No assessments shall be levied against any members, and no member shall be personally liable for any debts or obligations of the organization.

VIII

That this corporation is not to be authorized to issue shares of stock.

IX

This corporation is formed solely and exclusively for non-profit religious and charitable purposes and not for pecuniary gain or profit, and no pecuniary gain or profit shall ever inure from its business to any director or member of this corporation, or to any other person or corporation, and the earnings, if any, of this corporation shall be used exclusively for the purposes for which this corporation is formed, as hereinbefore described. No member or director of this corporation shall have any personal, proprietary, or beneficial interest in the property of this corporation, either during its corporate existence or upon its dissolution, it being hereby expressly provided that all property acquired by the corporation, real or personal, and all increments, interests, or earnings thereof, are and shall be devoted irrevocably, and in perpetuity dedicated exclusively to

religious and charitable purposes; and in the event of the liquidation, dissolution, or abandonment of this corporation, its property shall go to the UNION RESCUE MISSION, Los Angeles, California, conditioned upon the said distributee having, at the time of distribution, an exempt status under Section 501 (c) (3) of the Internal Revenue Code and the California Revenue and Taxation Code. If said UNION RESCUE MISSION fails to meet the above requirements, the property of this corporation shall be distributed to a fund, foundation or corporation organized and operated solely for religious or charitable purposes; which such fund, foundation or corporation shall be selected by a majority vote of the individuals who are members of the last board of directors of said corporation; said distributee having at the time of distribution an exempt status under Section 501 (c) (3) of the Internal Revenue Code, and California Revenue and Taxation Code. (If any assets are held on trust, or if this is a charitable corporation, such assets shall be disposed of as directed by decree of the superior court in the county of the principal office, upon petition of the Attorney General or by a person concerned in the liquidation, in a proceeding to which the Attorney General is a party.)

IN WITNESS WHEREOF, the undersigned and above named incorporators and first directors of this corporation have executed these Articles of Incorporation.

DATED: Feb. 1, 1971.

Harold Money  
HAROLD MONEY

DATED: Feb. 1, 1971.

Jack Offenberg  
JACK OFFENBERG

DATED: Feb. 1, 1971.

Don Webb  
DON WEBB

DATED: Feb. 3, 1971.

William Northrup  
WILLIAM NORTHRUP

DATED: Feb. 1, 1971.

Ray E. Fooks  
RAY E. FOOKS

DATED: Feb. 1, 1971.

Calvin Zimmerman  
CALVIN ZIMMERMAN

Internal Revenue Service  
P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0248225078  
July 19, 2016 LTR 4168C 0  
95-2684844 000000 00

00017361  
BODC: TE

COACHELLA VALLEY RESCUE MISSION  
47470 VAN BUREN ST  
INDIO CA 92201-7139

147

Employer ID Number: 95-2684844  
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated July 08, 2016, regarding your tax-exempt status.

We issued you a determination letter in March 1972, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(03).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

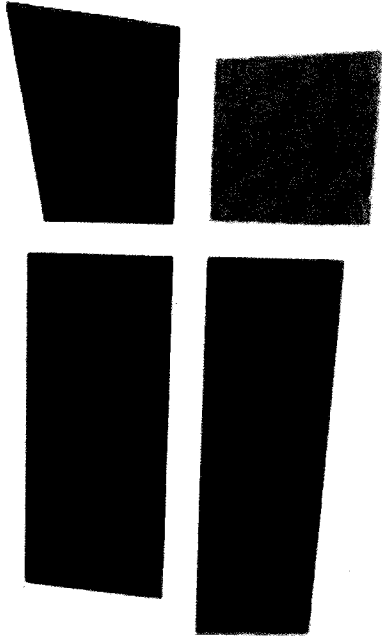
Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit [www.irs.gov](http://www.irs.gov) or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

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# CVRM

Coachella Valley  
Rescue Mission

**DISCUSSION OF**

**OVERNIGHT SERVICES**

**WILL BE HELD 7/25/16 at 5:30 PM**

**INTERESTED PARTIES ARE WELCOME TO ATTEND**

**CVRM especially welcomes participation from those who are  
homeless or formerly homeless.**

**CVRM CHAPEL**

**47470 VAN BUREN ST.**

**INDIO**

43

# EMERGENCY SOLUTIONS GRANT REPORT (ESG)

RRH

SPONSOR: \_\_\_\_\_ Coconino Valley Rescue Mission

ACTIVITY NAME: ESG Rapid Re-Housing

REPORT MONTH: July 2016

REPORT COMPLETED BY: Sherry Finkbeiner

File No.: 6.188-16 Grant Yr.: 2016/2016

PHONE: 760-347-3612 FAX 760-674-9420

**SHELTER BEDS - Indicates number (cumulative total to date):**

Total Number of Beds (total number of Shelter beds)

Total Number of Bed-nights available (total number of beds x 365 days)

Total Number of Bed-nights provided (actual number of bed nights provided)

Capacity Utilization (nights provided/nights available)

Non-Shelter-- Indicate number served

Number Provided

44

**EXPENDITURES - Total spent YTD from all funding sources:**

Match Source:	Amount	Source of Local Gov't Funding:
ESG:	\$ 9,891.00	Local Government \$ 28,324.00
Other Non ESG HUD Funds:	\$ _____	Private Funds: \$ _____
Other Federal Funds:	\$ 13,995.00	Fees: \$ _____
State Fund:	\$ _____	Other: \$ _____
		Grand Total: \$ 60,000.00
		EFSP FEMA Phase 02 Funding



# EMERGENCY SOLUTIONS GRANT REPORT (ESG)

RRA

SPONSOR: \_\_\_\_\_ Coachella Valley Rescue Mission

ACTIVITY NAME: ESG Rapid Re-Housing

REPORT MONTH: July 2016

REPORT COMPLETED BY: Sherry Finkle

File No.: \_\_\_\_\_ 6-166-15 Grant Yr: 2015/2016

PHONE: 760-347-3612 FAX 760-674-6420

**SHELTER BEDS – Indicate number (cumulative total to date):**

Total Number of Beds (total number of Shelter beds)

Total Number of Bed-nights available (total number of beds x 365 days)

Total Number of Bed-nights provided (actual number of bed nights provided)

Capacity Utilization (nights provided/nights available)


Non-Shelter – Indicate number served

Number Provided

	14
--	----

17

**EXPENDITURES -- Total spent YTD from all funding sources:**

Match Source:	Amount	Local Government	Private Funds:	Fees:	Other*	Grand Total:
ESG:	\$ 9,681.00	\$ 28,324.00				
Other Non ESG HUD Funds:	\$ _____					
Other Federal Funds:	\$ 13,985.00					
State Fund:	\$ _____					
						50,000.00
* List Other: _____						
						ESGP FEMA Phase 32 Funding

Source of Local Gov't Funding:  
\$7500 CDBG City of Indio 2015/2016  
and \$18,324 City of La Quinta  
2015/2016 MOU

**EMERGENCY SOLUTIONS GRANT REPORT (ESG)**

RRH

SPONSOR: Cascade Valley Rescue Mission

ACTIVITY NAME: ESG Rapid Re-Housing

REPORT MONTH: June 2016

REPORT COMPLETED BY: Sherry Finko

File No.: 8-166-15 Grant Yr: 2016/2016

PHONE: 760-347-3512 FAX 760-574-9420

**SHELTER BEDS -- Indicate number (cumulative total to date):**

Total Number of Beds (total number of Shelter beds)

Total Number of Bed-nights available (total number of beds x 365 days)

Total Number of Bed-nights provided (actual number of bed nights provided)

Capacity Utilization (nights provided/nights available)

Non-Shelter-- Indicate number served

Number Provided

#DIV/0!

10

46

**EXPENDITURES -- Total spent YTD from all funding sources:**

Match Source:

ESG: \$ 2,790.92

Other Non ESG HUD Funds: \$ \_\_\_\_\_

Other Federal Funds: \$ 1,550.00

State Funds: \$ \_\_\_\_\_

Local Government \$ \_\_\_\_\_

Private Funds: \$ \_\_\_\_\_

Fees: \$ \_\_\_\_\_

Other\*\* \$ \_\_\_\_\_

Grand Total: 4,340.92

Let Other:

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



**EMERGENCY SOLUTIONS GRANT REPORT (ESG)**

RRH

SPONSOR: \_\_\_\_\_ Coachella Valley Rescue Mission

ACTIVITY NAME: ESG Rapid Re-Housing

REPORT MONTH: June 2016

REPORT COMPLETED BY: Sherry Finkle

File No.: 8-156-15 Grant Yr: 2016/2016

PHONE: 760-347-3512 FAX 760-574-9420

**SHELTER BEDS - Indicate number (cumulative total to date):**

Total Number of Beds (total number of Shelter beds) \_\_\_\_\_

Total Number of Bed-nights available (total number of beds x 365 days) \_\_\_\_\_

Total Number of Bed-nights provided (actual number of bed nights provided) \_\_\_\_\_

Capacity Utilization (nights provided/nights available) \_\_\_\_\_

Non-Shelter-- Indicate number served

Number Provided \_\_\_\_\_

10

87

**EXPENDITURES - Total spent YTD from all funding sources:**

Match Source:		Local Government \$	
ESG:	\$ 2,790.92		
Other Non ESG HUD Funds:	\$ _____	Private Funds:	\$ _____
Other Federal Funds:	\$ 1,550.00	Fees:	\$ _____
State Fund:	\$ _____	Other:	\$ _____
		<b>Grand Total:</b>	<b>4,340.92</b>
		Link Other:	_____