

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



ITEM
3.30
(ID # 7389)

MEETING DATE:
Tuesday, July 31, 2018

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Acceptance of the 2017 California Department of Housing and Community Development (HCD) Homeless Assistance Emergency Solutions Grant (ESG) and Ratification of Sub-recipient Agreements for Rapid Rehousing Assistance and Emergency Shelter. [Districts: All]; [Total Cost \$654,773 and up to \$65,477 in additional compensation-53.8% Federal, 46.2% State]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Receive and file the 2017 State Emergency Solutions Grant, standard agreement 17-ESG-11846, for Homeless Assistance between HCD and the County of Riverside Department of Public Social Services, in the amount of \$654,773, covering the period March 27, 2018 through October 30, 2019;
2. Ratify and authorize the Board Chairman to execute sub-recipient agreement #HO-03657 with Coachella Valley Rescue Mission, in the amount of \$235,088, for Rapid Rehousing Assistance, covering the period March 27, 2018 through July 30, 2019;
3. Ratify and authorize the Board Chairman to execute sub-recipient agreement #HO-03658 with Path of Life Ministries, in the amount of \$161,800, for Rapid Rehousing Assistance, covering the period March 27, 2018 through July 30, 2019;

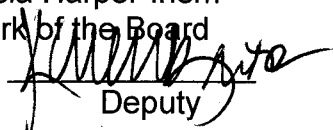
ACTION: Policy


Susan Von Zabern, Director of Public Social Services 6/19/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: July 31, 2018
xc: DPSS, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

4. Ratify and authorize the Board Chairman to execute sub-recipient agreement #HO-03659 with Martha's Village and Kitchen, Inc., in the amount of \$200,000, for Emergency Shelter, covering the period March 27, 2018 through July 30, 2019;
5. Authorize the Director of the Department of Public Social Services (DPSS) to administer the agreements.
6. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and as approved by County Counsel to: (a) sign amendments that do not change the substantive terms of the agreements, (b) sign amendments to the sub-recipient agreements that move funds between the sub-recipients not to exceed the approved grant amount, and (c) based on the availability of additional grant funding sign amendments to the compensation provisions that do not exceed 10 percent annually.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 654,773	\$	\$ 654,773	\$0
NET COUNTY COST	\$ 0	\$	\$ 0	\$0
SOURCE OF FUNDS: Federal 53.8%, State 46.2%			Budget Adjustment:	
			For Fiscal Year: 17/18 –18/19	

C.E.O. RECOMMENDATION: Approve.

Prev. Agn. Ref: 10/17/17 (#3.31)

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 December 21, 2017 the State of California, Department of Housing and Community Development (HCD) issued an award announcement notifying administrative entities of the revised 2017 ESG allocation for federal fiscal years 2017/2018. HCD provided this funding to local Continuum of Care (CoC) Service Areas, including Riverside County. The total allocation to the County of Riverside is \$654,773 and the expenditure deadline is July 30, 2019.

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The extensive process between bid evaluation and awarding is contingent upon the County of Riverside receipt of the Standard Agreement from HCD.

On March 27, 2018, the State of California executed the standard agreement (grant agreement) with the County of Riverside Department of Public Social Services. Therefore, we are asking the Board to receive and file the grant agreement and to ratify three (3) sub-recipient agreements listed below.

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 the direct housing and services programs funded under the FY 2017 competition.

Contract History and Price Reasonableness

On February 16, 2017, the Department of Public Social Services, Homeless Program Unit released a competitive bid through a Request for Proposal (RFP), #DPARC 530 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 76 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 in which to apply for the RFP. The bid closed on 3/3/2017 and there were a total of seven (7) applications received.

The proposals were reviewed by an Independent Review Panel of 5-7 people 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 March 16, 2017. The following agencies were deemed to be responsive: CVRM, POLM, and MVK. Included in the recommendation was funding for administrative costs and the Homeless Management Information System (HMIS), which is a HUD mandated system. The HMIS system is currently managed by Eccovia, Inc., per Board of Supervisors' approval on June 20, 2017, item 3.30.

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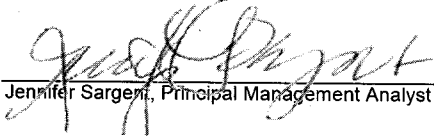
Application selected for funding	Project type	Funding amount	Geographic areas to be served
Coachella Valley Rescue Mission (CVRM)	Rapid Rehousing	\$235,088	Mid/Southwest County and Desert/Eastern county
Path of Life Ministries (POLM)	Rapid Rehousing	\$161,800	Countywide
Martha's Village and Kitchen (MVK)	Emergency Shelter (create 120 beds)	\$200,000	Desert/Eastern County
	Subtotal:	\$596,888	
Homeless Management Information Systems (HMIS)	Provide training and technical support to HMIS users to ensure data quality and assist in the preparation of all ESG reporting requirements.	\$33,869	Countywide
DPSS Admin. Costs		\$24,016	
	Total:	\$654,773	

ATTACHMENTS:

- Attachment A:** 2017 State Emergency Solutions Grant, Standard Agreement Number 17-ESG-11846, for Homeless Assistance between HCD and the County of Riverside Department of Public Social Services
- Attachment B:** Subrecipient Agreement # HO-03657 with Coachella Valley Rescue Mission for Rapid Rehousing Assistance
- Attachment C:** Subrecipient Agreement # HO-03658 with Path of Life Ministries for Rapid Rehousing Assistance
- Attachment D:** Subrecipient Agreement # HO-03659 with Martha's Village and Kitchen, Inc. for Emergency Shelter

SvZ:lm

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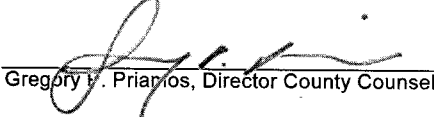
Jennifer Sargent, Principal Management Analyst

7/24/2018



Tina Grande, Assistant Purchasing Director

6/26/2018



Gregory V. Priamos, Director County Counsel

7/13/2018

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

AGREEMENT NUMBER

17-ESG-11846

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

2. The term of this Agreement is: Upon HCD Approval through 10/30/2019

3. The maximum amount of this Agreement is: \$654,773.00

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	3
Exhibit C - State of California General Terms and Conditions*	GTC - 04/2017
Exhibit D - ESG Program Terms and Conditions	9
Exhibit E - Special Terms and Conditions	5
Exhibit F - Additional Provisions	0
TOTAL NUMBER OF PAGES ATTACHED	20 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. The GTC 04/2017 documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

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

CONTRACTOR

California Department of
General Service
Use Only

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

County of Riverside *Susan von Zabern* 3-23-18
BY (Authorized Signature) DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Susan von Zabern, Director
ADDRESS
4060 County Circle Drive, Riverside, CA 92503

STATE OF CALIFORNIA

AGENCY NAME

Department of Housing and Community Development

MAR 27 2018

BY (Authorized Signature)

DATE SIGNED (Do not type)

Synthia Rhinehart
PRINTED NAME AND TITLE OF PERSON SIGNING
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)

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 Department of Housing and Community Development's (referred to herein as "HCD" or "Department") 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"), 25 California Code of Regulations (CCR), Section 8400 et seq. ("State Regulations") all as shall be amended from time to time. HCD receives federal funds for ESG from the United States Department of Housing and Urban Development (HUD), and CA ESG funds as allocated in the 2016-17 California Budget Bill, SB 826 pursuant to Chapter 19, Section 50899.1 of Part 2 of Division 31 of the Health and Safety Code ("CA ESG Statute"); and the California Emergency Solutions Grants Program, Program Guidelines, Section 100 et seq. 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 and as described in the Application, which is on file at the Department, Division of Financial Assistance, 2020 West El Camino Avenue, Sacramento, California 95833. 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 application/award recommendation package submitted to the Department. The Department 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 Department reserves the right to review and approve all Work to be performed by the Contractor in relation to this Agreement. Any proposed revision to the Work must be submitted in writing, for review and approval by the Department, and may require a contract amendment. Any approval shall not be presumed unless such approval is made by the Department in writing.
- B. Contractor shall perform the Work, only in the areas as identified, and in accordance to the approved ESG Application and required by 25 CCR Section 8403 according to the Federal ESG and CA ESG requirements. Contractor's selected homeless service providers shall provide services in the areas identified in the application/award recommendation package submitted to the Department. Services shall be provided by the Contractor and the Contractor's funded subrecipients for at least the term of the ESG grant.

EXHIBIT A

3. Contract Amount of Agreement

Grant Award Amount: \$ 654,773
Federal ESG Award: \$352,337
CA ESG Award: \$302,436

4. Term of Agreement and Deadlines

- A. All Program funds shall be expended by: July 30, 2019.
- A. All Final Funds Requests shall be submitted to the Department within 60 days after the expenditure deadline.
- B. This Agreement will expire on: October 30, 2019.
- C. Reimbursements will not be made after this Agreement expires.

5. Department Contract Coordinator

The coordinator of this Agreement for the Department 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 400
Sacramento, California 95833

6. Contractor's Contract Coordinators

Contractor's Authorized Representative 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 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) 358-3111
Email:	svonzabe@rivco.org

EXHIBIT A

7. Special Conditions:

None.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail and Description of Work

ESG funds shall be used for the following activities, as described under the federal ESG regulations at 24 CFR Part 576, Subpart B—Program Components and Eligible Activities:

Homeless Management Information System (HMIS)	\$ 33,869
Emergency Shelter	\$200,000
Rapid Rehousing Assistance	\$396,888
Grant Administration	\$ 24,016
	<hr/>
Federal ESG Award Amount:	\$352,337
CA-ESG Award Amount:	\$302,436
TOTAL GRANT AWARD AMOUNT:	\$654,773

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 must submit, on forms provided by the Department, 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 Department shall not authorize payments unless it determines that 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. Reimbursements will not be made after this Agreement expires.

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 three (3) years after the Department closes its HUD grant. **NOTE: Record retention is based on the Department's HUD closing date; NOT three years from this Agreement expiration.** The retention requirement can extend beyond 3 years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement.

EXHIBIT B

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 shall be made to the program budget, funded homeless service providers, or eligible activities 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. The Department 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 Department 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 Department prior to the Commencement of such Work.
- C. The Department, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures.

5. Indirect Costs

Contractor and/or subcontractors will allow their providers to seek reimbursement for indirect costs. The applicant must:

- A. Comply with all OMB requirements and standards including 2 CFR 200.403, 200.415, and Part 200 Appendix 4;

EXHIBIT B

- B. Certify that any providers seeking reimbursement for indirect costs at the de minimis rate do not meet the definition of a major nonprofit organization as defined by OMB 2 CFR 200.414; and,
- C. Maintain records including evidence of the Modified Total Direct Cost (MTDC) (2 CFR 200.68) calculations, indirect cost limits, and supporting documentation for actual direct cost billing.

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 Department, 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 4.
- 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 Department 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; the State Regulations; withdrawal of the Department's expenditure authority; or to comply with Exhibit E Paragraph 10 (D) of this Agreement. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Contractor shall be returned to the Department 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.

EXHIBIT D

- C. This Agreement is valid and enforceable only if sufficient funds are made available to the Department 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 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 Department 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 Department 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.

EXHIBIT D

- 5) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount to be determined by the Department, 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.
 - 6) Agree to include all the terms of this Agreement in each subcontract.
- C. The Department 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 Department 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 Department 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 three (3) years after the Department closes its HUD grant or any other period specified in 24 CFR §576.500 (y).

EXHIBIT D

NOTE: Record retention is based on the Department's HUD closing date; NOT three years from this Agreement expiration. The retention requirement can extend beyond 3 years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for 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 Department 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 Department 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 Department 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 2 CFR Part 200.

8. Monitoring Grant Activities

- A. Contractor shall monitor the activities selected and awarded by them to ensure compliance with Federal and California 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).

EXHIBIT D

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 California 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 Department 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 Department, 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 Department, 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.

B. Contractor shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement of the Department 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 Department.

11. Compliance with Federal and State Law and Regulations

Contractor agrees to comply with all federal and 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. This includes but is not limited to complying with all relevant sections of 2 CFR Part 200.

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.

EXHIBIT D

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 Department. Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department 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 through Federal ESG funds with funding from other sources. Each Contractor shall certify to the Department its compliance with this Paragraph 14, subparagraphs A and B, and shall include with such certification a description of the sources and amounts of such supplemental funds.
- B. CA ESG funds may be used to satisfy the one-to-one match of the federal ESG funds and must be for the same approved activity. Matching contributions also may be obtained from any source, including any federal source other than Federal ESG awards, as well as state, local, and private sources. 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. 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.

EXHIBIT D

- B. A maximum of ten percent of the funds provided under this Agreement may be used for Homeless Management Information System (HMIS) activities.
- C. 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 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) Evidence that there is an unmet need for these activities for the subpopulation proposed for targeting; and,
 - 2) Evidence 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:
- 1) Homelessness prevention activities are limited to a 10% of a funded project;
 - 2) An emergency shelter or rapid rehousing project may also contain up to 10% in homeless prevention or street outreach activities; and,
 - 3) The street outreach or rapid rehousing activity referenced in subparagraph (ii) may be subcontracted to another eligible provider or may be provided directly by the Contractor. Subcontracting ESG funds to other programs for purposes of carrying out activities that are not part of the program awarded funds under the Standard Agreement is not permitted.
- G. Pursuant to OMB requirements, Contractor may permit homeless service providers receiving 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. Indirect Costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or activity

EXHIBIT D

16. Core Practices

- A. 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.
- B. All service providers receiving CA ESG funds shall take actions to create an effective, welcoming and affirming environment for all program participants and employees, including, but not limited to, persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions.

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 Department, a Request for Funds (RFF) and Detailed Expense Report (DER). Compliance reports shall be submitted as specified by the Department. 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 three (3) years after the Department closes its HUD grant or any other period specified in 24 CFR §576.500 (y).

NOTE: Record retention is based on the Department's HUD closing date; NOT three years from this Agreement expiration. The retention requirement can extend beyond 3 years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement.

- E. Contractor shall submit required reports on forms approved by the Department.

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18. Sanctions

The Department may impose sanctions, as well as any other remedies available to it under law, on Contractor or its subrecipients, 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 or its subrecipients 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,
- F. Taking any other actions permitted pursuant to 24 CFR 576.501.

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

EXHIBIT E

provided economic opportunities for low- and very low-income 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 Department, 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).

EXHIBIT E

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. 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, Cost Principles and Audit Requirements Federal Award

Contractor will comply with the requirements of 2 CFR 200.

6. Procurement of Goods and Services

Prior to the drawdown of ESG funds for the Contractor's purchase of goods or services, Contractor, shall comply with the Procurement Standards contained in 2 CFR 200. Contractor, when procuring goods with ESG funds, must provide the Department 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.

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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).

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

- A. 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.
- B. 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.
- C. 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.
- D. 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.

11. **Assurance of Compliance with the "Violence Against Women Reauthorization Act of 2013" (VAWA) (S.47 - 113th Congress (2013-2014)) (as amended or reauthorized) Title VI - Safe Homes for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking – Sec. 601-603.**

VAWA provides housing protections for survivors of domestic and dating violence, sexual assault, and stalking when it comes to finding and keeping a home they can feel safe in.

EXHIBIT E

VAWA applies for all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, and which must be applied consistently with all nondiscrimination and fair housing requirements. VAWA now expands housing protections to HUD programs beyond HUD's public housing program and HUD's tenant-based and project-based Section 8 programs. VAWA now provides enhanced protections and options for victims of domestic violence, dating violence, sexual assault, and stalking.

During the performance of this Agreement, the Contractor or its subrecipients assure that:

- A. Domestic Violence survivors are not denied assistance as an applicant, or evicted or have assistance terminated as a tenant, because the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, and stalking.
- B. It will implement an 'emergency transfer plan', which allows for domestic violence survivors to move to another safe and available unit if they fear for their life and safety.
- C. It will provide "Protections against denials, terminations, and evictions that directly result from being a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy."
- D. It will implement a 'Low-barrier certification process' where a domestic violence survivor need only to self-certify in order to document the domestic violence, dating violence, sexual assault, or stalking, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections needed to keep themselves safe.

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

and

**Coachella Valley Rescue Mission
2017 State Emergency Solutions Grant Program
Subrecipient Agreement for Rapid Rehousing Assistance**

HO-03657



JUL 31 2018 3.30

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List of Attachments

Attachment I – Assurance of Compliance

Attachment II – DPSS Forms 2076A and 2076B

Attachment III – DPSS ESG Supporting Documentation Instructions

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Attachment V – RFP DPARC-530
Attachment VI – Project Application
Attachment VII – Standard Agreement 17-ESG-11846

This Agreement is made and entered into this 31st day of July, 2018, by and between Coachella Valley Rescue Mission, a California nonprofit corporation (herein referred to as "SUBRECIPIENT"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS

- A. "Application" refers to the approved application and its submissions prepared by SUBRECIPIENT, which is the basis on which HUD approved the grant.
- B. "DPSS" or "COUNTY" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement. DPSS and COUNTY are used interchangeably in this Agreement
- C. "ESG" refers Emergency Solutions Grant.
- D. "HCD" refers to State of California Department of Housing and Community Development.
- E. "HMIS" refers to the Riverside County Homeless Management Information System.
- F. "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. "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. "RFP" refers to a Riverside County Request for Proposal.
- I. "SUBRECIPIENT or CVRM" refer to the Coachella Valley Rescue Mission including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and CVRM are used interchangeably in this Agreement.

2. DESCRIPTION OF SERVICES

SUBRECIPIENT shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective **March 27, 2018** ("Effective Date") and continue through **July 30, 2019**, unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter.

4. COMPENSATION

COUNTY shall pay SUBRECIPIENT for services performed, products provided, or expenses incurred in accordance with Schedule A, "Payment Provisions." COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTACTOR's expenses related to this Agreement. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to SUBRECIPIENT, but not used for purposes of this Agreement shall revert to COUNTY within thirty (30) calendar days of the expiration or termination.

5. **AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS**

The obligation of COUNTY for payment under this Agreement is contingent upon and limited by the availability of COUNTY funding from which payment can be made. There shall be no legal liability for payment on the part of COUNTY unless funds are made available for such payment by the State of California Department of Housing and Community Development (HCD). In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify SUBRECIPIENT in writing and this Agreement shall be deemed terminated and be of no further force or effect. In the event the funding is reduced, COUNTY shall immediately notify SUBRECIPIENT in writing and it is mutually agreed that COUNTY has the option to immediately terminate this Agreement or to amend this Agreement to reflect the reduction of funds. COUNTY shall make all payments to SUBRECIPIENT that were properly earned prior to the unavailability or reduction of funding.

6. **TERMINATION**

- A. COUNTY may terminate this Agreement without cause upon giving ninety (90) calendar days written notice served on SUBRECIPIENT stating the extent and effective date of termination.
- B. COUNTY may, upon five (5) calendar days, written notice terminate this Agreement for SUBRECIPIENT's default, if SUBRECIPIENT refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.
- C. After receipt of the notice of termination, SUBRECIPIENT shall:
- (1) Stop all work under this Agreement on the date specified in the notice of termination; and
 - (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.
- D. After termination, COUNTY shall make payment only for SUBRECIPIENT's performance up to the date of termination in accordance with this Agreement.
- E. SUBRECIPIENT's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or willful and material breach of this Agreement by SUBRECIPIENT; or in the event of SUBRECIPIENT's unwillingness or inability, for any reason whatsoever, to perform the terms of this Agreement. In such an event SUBRECIPIENT shall not be entitled to any further compensation under this Agreement.
- F. SUBRECIPIENT may terminate this Agreement for cause upon ninety (90) calendar days written notice if DPSS refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. SUBRECIPIENT shall state in writing the extent and effective date of termination.
- G. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

7. DEFAULT

A. A default shall consist of any use of grant funds for a purpose other than as authorized by this Agreement or failure in 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, COUNTY and HCD may take one or more of the following actions:

1. Issue a letter of warning advising SUBRECIPIENT of the default that establishes a date by which corrective actions must be completed and puts SUBRECIPIENT on notice that more serious actions will be taken if the default is not corrected or is repeated;
2. Direct SUBRECIPIENT to submit progress schedules for completing the approved activities;
3. Direct SUBRECIPIENT to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
4. Direct SUBRECIPIENT to reimburse the program accounts for costs inappropriately charged to the program; and/or
5. Make recommendations to HCD to reduce or recapture the grant.

B. No delay or omission by COUNTY in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any SUBRECIPIENT default.

8. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any term of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.

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

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

10. CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST

A. SUBRECIPIENT covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with SUBRECIPIENT's performance under this Agreement. SUBRECIPIENT further covenants that no person or subcontractor having any such interest shall be employed or retained by SUBRECIPIENT under this Agreement. SUBRECIPIENT

agrees to inform the COUNTY of all SUBRECIPIENT's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.

- B. SUBRECIPIENT shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom SUBRECIPIENT is doing business or proposing to do business, in fulfilling this Agreement.

11. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting performance through any combination of on-site visits, inspections, evaluations, and SUBRECIPIENT self-monitoring. SUBRECIPIENT shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items.
- B. SUBRECIPIENT shall maintain auditable books, records, documents, and other evidence relating to costs and expenses for this Agreement. SUBRECIPIENT shall maintain these records for at least three (3) years after final payment has been made or until pending COUNTY, state, and federal audits are completed, whichever is later.
- C. Any authorized COUNTY, state or the federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.
- D. If SUBRECIPIENT disagrees with an audit, SUBRECIPIENT may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. SUBRECIPIENT shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. SUBRECIPIENT shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate SUBRECIPIENT's performance at any time, upon reasonable notice to the SUBRECIPIENT.

12. CONFIDENTIALITY

- A. As required by applicable law, COUNTY and SUBRECIPIENT shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. SUBRECIPIENT shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. SUBRECIPIENT shall keep all confidential information received from COUNTY in the strictest

confidence. SUBRECIPIENT shall comply with Welfare and Institutions Code Section (WIC) 10850.

- B. SUBRECIPIENT shall take special precautions, including but not limited to, sufficient training of SUBRECIPIENT's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- C. SUBRECIPIENT shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. SUBRECIPIENT shall not use such information for any purpose other than carrying out SUBRECIPIENT's obligations under this Agreement.
- D. SUBRECIPIENT shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. SUBRECIPIENT shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. **HOLD HARMLESS/INDEMNIFICATION**

SUBRECIPIENT agrees to indemnify and hold harmless COUNTY, its departments, agencies, and districts (including their officers, employees and agents) (collectively "COUNTY Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of SUBRECIPIENT (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. SUBRECIPIENT shall, at its sole expense and cost including but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend COUNTY Indemnitees in any such claim or action. SUBRECIPIENT shall, at its sole cost, have the right to use counsel of its 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 claim or action so long as that does not compromise SUBRECIPIENT's indemnification obligation. SUBRECIPIENT's obligation hereunder shall be satisfied when SUBRECIPIENT has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe SUBRECIPIENT's obligations to indemnify and hold COUNTY harmless.

14. **INSURANCE**

- A. Without limiting or diminishing SUBRECIPIENT's obligation to indemnify or hold COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- C. SUBRECIPIENT's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the

prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, SUBRECIPIENT's carriers shall either; 1) reduce or eliminate such self-insured retention as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- D. SUBRECIPIENT shall cause SUBRECIPIENT's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. SUBRECIPIENT shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- E. It is understood and agreed to by the parties hereto that SUBRECIPIENT's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT has become inadequate.
- G. SUBRECIPIENT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to COUNTY.
- I. SUBRECIPIENT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

15. WORKER'S COMPENSATION

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

16. VEHICLE LIABILITY

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

17. 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, and cross liability coverage, covering claims which may arise from or out of SUBRECIPIENT's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

18. INDEPENDENT CONTRACTOR

It is agreed that SUBRECIPIENT is an independent contractor and that no relationship of employer-employee exists between the parties. SUBRECIPIENT and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. COUNTY shall not be required to make any deductions for SUBRECIPIENT employees from the compensation payable to SUBRECIPIENT under this Agreement. SUBRECIPIENT agrees to hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement. SUBRECIPIENT agrees to indemnify and defend, at its sole expense and cost, including but not limited, to attorney fees, cost of investigation, defense and settlements, or awards, COUNTY, its officers, agents, and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.

19. NO DEBARMENT OR SUSPENSION

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

20. **COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES**

SUBRECIPIENT shall comply with all rules, regulations, requirements, and directives of applicable federal or state agencies and funding sources which impose duties and regulations upon COUNTY as though made with SUBRECIPIENT directly. SUBRECIPIENT shall comply with all applicable federal, state, and local laws, regulations, including but not limited to:

a. **County of Riverside Continuum of Care Written Standards:**

<http://dpss.co.riverside.ca.us/files/pdf/homeless/resources/rivco-coc-written-standards-8-23-17.pdf>

b. **HEARTH ACT 2009, 24CFR, parts 91 and 576:**

https://www.hudexchange.info/resources/documents/HEARTH_ESGInterimRule&ConPlanConformingAmendments.pdf

c. **County of Riverside Continuum of Care Board of Governance Charter:**

<http://dpss.co.riverside.ca.us/files/pdf/homeless/resources/rivco-coc-charter-final-adopted-2017-08-23.pdf>

d. **The California Code of Regulation Title 25, Div. 1, Chapter 7, Subchapter 20, Emergency Solutions Grant Program:**

<http://www.hcd.ca.gov/grants-funding/active-funding/esg/docs/State-ESG-Regulations-Effective-April-1-2016.pdf>

e. **HUD System Performance Measures:**

<https://www.hudexchange.info/resources/documents/System-Performance-Measures-Introductory-Guide.pdf>

21. **CLEAN AIR/WATER ACTS**

As required in all contracts with an estimated total value in excess of \$100,000, 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 SUBRECIPIENT not to use facilities on the EPA list of violating facilities and to report violations to the EPA.

22. **LEAD BASED PAINT**

SUBRECIPIENT shall comply with the requirements, if 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).

23. **ENVIRONMENTAL REQUIREMENTS**

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

SUBRECIPIENT, or any subcontractor of 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 SUBRECIPIENT has received HUD approval of the property.

For all funded Applications, COUNTY will inform SUBRECIPIENT any required additional environmental review.

24. SHELTER AND HOUSING STANDARDS

Emergency shelters must 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 housing quality standards and the minimum habitability standards per 24 CFR 576.403 (c).

25. EMPLOYMENT PRACTICES

A. SUBRECIPIENT shall comply with all federal and state statutes and regulations in the hiring of its employees.

B. SUBRECIPIENT shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement and, if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).

C. In the provision of benefits, SUBRECIPIENT shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

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

E. SUBRECIPIENT shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirement for child support enforcement shall constitute a material breach of this Agreement.

26. PERSONNEL

A. Upon request by COUNTY, SUBRECIPIENT agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:

- (1) All staff who work full or part-time positions by title, including volunteer positions;
- (2) A brief description of the functions of each position and hours each position worked;
- (3) The professional degree, if applicable and experience required for each position.

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

C. Background Checks

SUBRECIPIENT shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to clients, SUBRECIPIENT shall have received a criminal records 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. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.

27. LOBBYING

A. SUBRECIPIENT shall ensure no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with such federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. SUBRECIPIENT shall require that the language of this certification be included in the award document for sub-awards at all tiers, including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

28. ADVERSE GOVERNMENT ACTION

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

29. SUBCONTRACTS

A. SUBRECIPIENT shall not enter into any subcontract with any subcontractor who:

- (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
- (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud; a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; and
- (4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBRECIPIENT shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.

C. SUBRECIPIENT shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.

D. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of SUBRECIPIENT and COUNTY.

30. SUPPLANTATION

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

31. ASSIGNMENT

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

32. FORCE MAJEURE

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

33. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.

34. DISPUTES

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

35. ADMINISTRATIVE/CONTRACT LIAISON

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

36. CIVIL RIGHTS COMPLIANCE**A. Assurance of Compliance**

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

B. Client Complaints

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

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

Civil Rights Complaints should be referred to:

Civil Rights Coordinator

Riverside County Department of Public Social Services
7894 Mission Grove Parkway, Suite 100
Riverside, CA 92508
(951) 358-6841

C. Services, Benefits and Facilities

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

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

D. Cultural Competency

SUBRECIPIENT shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services. For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

37. NOTICES

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

DPSS:
(Agreement Issues)
Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

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

Invoices and other financial documents:
Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

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

38. SIGNED IN COUNTERPARTS

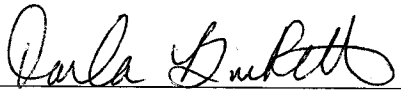
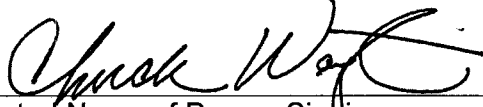
This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

39. MODIFICATION OF TERMS

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

40. ENTIRE AGREEMENT

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

Authorized Signature for SUBRECIPIENT 	Authorized Signature for COUNTY 
Printed Name of Person Signing: Darla Burkett	Printed Name of Person Signing: Chuck Washington
Title: Executive Director	Title: Chair, Board of Supervisors

FORM APPROVED COUNTY COUNSEL
 BY:  7/13/18
 DANIELLE D. MALAND DATE

ATTEST:
 KECIA HARPER-HEM, Clerk
 BY: 
 DEPUTY

Schedule A
Payment Provisions

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. SUBRECIPIENT shall be reimbursed by COUNTY, for an amount not to exceed \$235,088.00. Said funds shall be spent according to the Budget shown below.

BUDGET CATEGORY	Total
Rental Assistance	\$126,786.00
Staff	\$85,540.00
Utilities	\$7,215.00
Transportation	\$6,993.00
Admin	\$8,554.00
	\$0.00
TOTAL	\$235,088.00

- b. SUBRECIPIENT will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation is not provided, COUNTY may delay payment until the information is received by COUNTY.
- c. SUBRECIPIENT shall submit claim in accordance with the guidelines in the ESG Eligible Expense Guide. For copies of this Guide, visit the following website at:

<http://www.hcd.ca.gov/grants-funding/docs/ESG-Eligible-Expense-Guide.pdf>

SUBRECIPIENT is responsible to follow the most current Guide available.

- d. 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 (see A.2 DISBURSEMENT OF FUNDS for actual payment information).
- e. SUBRECIPIENT shall submit:
1. DPSS Forms 2076A, 2076B (Attachment II)
 2. DPSS ESG Supporting Documentation Instructions (Attachment III)
 3. DPSS HUD Continuum of Care Time/Activity Report (Attachment IV)
- f. Each claiming period shall consist of a calendar month.
- g. All Program funds shall be expended by **7/30/2019**.
- h. 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.
1. Cash or In-Kind Match Documentation
SUBRECIPIENT must match all ESG funding on a dollar for dollar basis. Match must be used for the costs of eligible activities. Matching funds provided by SUBRECIPIENT must be money provided to the project by one or more of the following: 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.

SUBRECIPIENT shall provide match documentation as set forth in this Agreement. Match documentation must be submitted with monthly billing claims. DPSS will verify utilization of the match through a monthly desk review and on-site monitoring visits.

2. In the event that SUBRECIPIENT does not meet the requirements in paragraph A.1.h.1 above, COUNTY reserves the right to suspend or terminate this Agreement.

i. An expenditure which is not authorized by the Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to COUNTY by SUBRECIPIENT.

A.2 DISBURSEMENT OF FUNDS

COUNTY shall disburse funds under this Agreement to SUBRECIPIENT as follows:

a. SUBRECIPIENT shall submit claims for reimbursement pursuant to the Budget listed in paragraph A.1.a. on a monthly basis.

b. COUNTY is the pass-thru agency for these funds. Once a claim is reviewed and approved, a Request for Funds is sent to the State. When the requested funds are received from the State, COUNTY will submit the payment to the agency. (This process can take from 4-6 weeks.)

c. 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.

A.3 WITHHELD PAYMENTS

a. Unearned payments under this Agreement may be suspended or terminated if grant funds to COUNTY are suspended terminated, or if SUBRECIPIENT refuses to accept additional conditions imposed on it by HCD or COUNTY.

b. COUNTY has the authority to withhold funds under this Agreement pending a final determination by COUNTY of questioned expenditures or indebtedness to COUNTY arising from past or present agreements between COUNTY and SUBRECIPIENT. Upon final determination by COUNTY of disallowed expenditures or indebtedness, COUNTY may deduct and retain the amount of the disallowed or indebtedness from the amount of the withheld funds.

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

A.4 FISCAL ACCOUNTABILITY

a. SUBRECIPIENT agrees to manage funds received through COUNTY in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; and adhere to accounting standards established in 2 CFR Part 200.

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

Schedule B
Scope of Services

SCOPE OF SERVICES

- A. 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. SUBRECIPIENT will also provide client linkages to other sources of support. 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. SUBRECIPIENT shall provide services as set forth in the Scope of Work (**paragraph K of this schedule**).
- C. SUBRECIPIENT will be responsible to meet the requirements include in RFP DPARC-530 (Attachment V), the SUBRECIPIENT's Project Application (Attachment VI), and Standard Agreement Number 17-ESG-11846 between HCD and COUNTY (Attachment VII). DPARC-530, the Project Application, and Standard Agreement Number 17-ESG-11846 between HCD and COUNTY are incorporated herein by this reference. In the event any provisions of these documents conflict with each other or this Agreement, the order of precedence shall be as follows: (1) Standard Agreement Number 17-ESG-11846 between HCD and COUNTY, (2) this Agreement, (3) Project Application, and (4) DPARC-530.
- D. 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.
- E. SUBRECIPIENT must participate in the CoC Coordinated Entry System. The Coordinated Entry System (CES) is a part of the Riverside County Continuum of Care's cohesive and integrated housing crisis response system with our existing programs, bringing them together into a "no-wrong-door" system. The CES is designed to coordinate program participant intake, assessment, and provision of referrals.
- F. SUBRECIPIENT shall comply with the Educational Assurance requirements as stipulated in the McKinney-Vento Homeless Education Assistance Improvements Act.
- G. 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. COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant SUBRECIPIENT access to use the HMIS software for the term of this Agreement.

3. SUBRECIPIENT shall ensure that employees using HMIS for client intake capture all required data fields, as set forth in the County of Riverside Continuum of Care HMIS Policies and Procedures Manual, which is located on the DPSS website: <http://dpss.co.riverside.ca.us/homeless-programs>.
4. SUBRECIPIENT must maintain a valid HMIS End User Agreement on file with COUNTY, which is located on the DPSS website: <http://dpss.co.riverside.ca.us/homeless-programs>.

H. COUNTY shall assign staff to serve as liaison and program coordinator between COUNTY and SUBRECIPIENT. This staff will provide the SUBRECIPIENT programmatic consultation and advise SUBRECIPIENT of all-pertinent existing guidelines and regulations. Additionally, the staff will provide or arrange for consultation and technical assistance to SUBRECIPIENT as needed.

I. RECORDKEEPING AND REPORTING

1. SUBRECIPIENT agrees to collect and maintain records of participants for required federal, state, and COUNTY reports.
2. 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 COUNTY and/or HCD to meet other applicable reporting or audit requirements.

J. MONITORING GRANT ACTIVITIES

1. An onsite monitoring visit of the homeless service provider shall occur whenever deemed necessary by COUNTY, but at least once during the grant period.
2. COUNTY will monitor the performance of SUBRECIPIENT based on a risk assessment and according to the terms of this Agreement.
3. COUNTY will monitor 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, COUNTY will work collaboratively with SUBRECIPIENT to develop performance improvement plans which will be incorporated into this 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, SUBRECIPIENT shall be required to reimburse the full amount of the ESG award to COUNTY, and may be prohibited from any further participation in the ESG program. COUNTY may impose any other actions permitted under 24 CFR 576.501 (c).

K. SCOPE OF WORK

Coachella Valley Rescue Mission's ("CVRM") goal is to provide critical and quality services to assist individuals and individuals with families (with veterans and veterans with families as the 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, CVRM will provide services to a minimum

of **thirty (30) households** and **thirty (30) beds** with Rapid Rehousing that are referred through the Coordinated Entry System (CES). The project will use the Housing First model to establish short-term (up to 3 months) and medium term (6 -12 months) rental assistance for zones 1, 2, 3 and 4 (countywide).

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

Rapid Rehousing

CVRM will make this service available for individuals or individuals with 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, 6 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 activities and 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:**

During both mobile outreaches and shelter intake, 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 rehousing, and affordable housing." This data is then entered into HMIS and Homelink so that other agencies/organizations may utilize the Coordinated Entry System (CES) in order to expedite referrals to correctly match clients to the most appropriate category of housing.

- **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 to house individuals quickly

- **Comprehensive Wrap Around Case Management Services:**

The CVRM House Stability Case Management 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 three times per month for the first three months then at a minimum of one time per month for a total of 12 months of case management for support and assistance towards achieving each individualized Service Plan. After which, stability case management shall be provided no longer than one time per month for a maximum of six months.

- **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 ;
- CVRM has also read, understands and will comply with all parts of The Emergency Solutions Grant State of California Regulations;
- 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);
- 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 Administrators Council;
- CVRM will continue to be a "Member In Good Standing" in the Riverside County Continuum of Care Charter ;
- 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 ;
- CVRM will accept (and welcome) referrals from the Riverside County Continuum of Care Coordinated Entry System (CES);

- CVRM will continue providing regular follow-up case management during the course of the contract both to those homeless encountered during the period of performance only as well as a period not to exceed contractual period of performance plus an additional 6 months immediately following period of performance end date for clients provided financial Rapid-Rehouse rental assistance in accordance with the 'Case Wrap-Around Case Management Services' clause on Page 23 of 31 of contract. 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.

ATTACHMENT I
Assurance of Compliance

**ASSURANCE OF COMPLIANCE WITH
THE RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Coachella Valley Rescue Mission
NAME OF ORGANIZATION

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

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

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

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

7/9/2018
Date
47470 Van Buren
Indio, CA 92201
Address of Vendor/Recipient
(08/13/01)

Paula Bulett
Director's Signature

CR50-Vendor Assurance of Compliance

ATTACHMENT II
DPSS 2076A and 2076B

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBRECIPIENT PAYMENT REQUEST

To: Riverside County
Department of Public Social Services
Attn: Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

From: Coachella Valley Rescue Mission
Remit to Name

Address

Sub recipient Name

Sub recipient Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

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

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

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

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

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

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

Authorized Signature Title Date

FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)

Business Unit (5) _____

Purchase Order # (10) _____

Invoice # _____

Account (6) _____

Amount Authorized _____

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

Fund (5) _____

Dept ID (10) _____

Program (5) _____

Program (if applicable) _____

Date _____

Class (10) _____

Management Reporting Unit _____

Date _____

Project/Grant (15) _____

Contracts Administration Unit Date _____

Vendor Code (10)

General Accounting Section

Date

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES
SUBRECIPIENT EXPENDITURE REPORT (2076B)

SUBRECIPIENT:

ACTUAL EXPENDITURES FOR (MM/YYYY)

CONTRACT #:

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

List each item as outlined in contract budget.

EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	BILLABLE AMOUNT	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT
TOTAL BUDGET/EXPENSES				

IN-KIND CASH CONTRIBUTION

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

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

DPSS 2076B (8/03) Contract Expenditure Report

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

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

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

DPSS 2076A
SUBRECIPIENT PAYMENT REQUEST**"Remit to Name"**

The legal name of your agency.

"Address"

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

"SUBRECIPIENT Name"

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

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding..."

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

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

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

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

ATTACHMENT III
DPSS ESG Supporting Documentation Instructions

SUPPORTING DOCUMENTATION

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

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

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

CLAIM DOCUMENTATION REQUIRED BY DPSS

RAPID REHOUSING / EMERGENCY SHELTER

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

Invoice or documentation of rent amount and due date

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

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

ESG Program Individual Staff Breakdown form

Time Sheet

Time and Activity Report (*if staff is not 100% dedicated to grant*)

Pay Stub or Payroll Report

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

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

Proof of payment (cancelled check or check stub)

ATTACHMENT IV
DPSS HUD Continuum of Care Time/Activity Report

HUD CONTINUUM OF CARE TIME/ACTIVITY REPORT
AGENCY NAME - EMPLOYEE NAME

DATES: (dates for pay period)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL			
Case Mgmt																																		0.00	
Housing																																		0.00	
Total RRH																																		0.00	
COMMUNITY SERVICES STAFF																																			
Essential Svcs-Case Mgmt																																		0.00	
Essential Svcs-Child Care																																		0.00	
Essential Svcs-Education Svcs																																		0.00	
Essential Svcs-Employment Asst./Job Training																																		0.00	
Essential Svcs-Outpatient Health Svcs																																		0.00	
Essential Svcs-Legal Svcs																																		0.00	
Essential Svcs-Job Skills Training																																		0.00	
Essential Svcs-Mental Health Svcs																																		0.00	
Essential Svcs-Substance Abuse Treatment Svcs																																		0.00	
Essential Svcs-Transportation																																		0.00	
Essential Svcs-Svcs for Special Populations																																		0.00	
Shelter Ops - Main Inance																																		0.00	
Shelter Ops - Security																																		0.00	
Total ES																																		0.00	
ADMIN STAFF																																			
Admin																																			0.00
Total Admin																																			0.00
Non-Project																																			0.00
Vacation																																			0.00
Sick																																			0.00
Holiday																																			0.00
Other Paid Time Off																																			0.00
TOTALS																																			0.00

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

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

Employee Signature _____ Date _____
Supervisor Signature _____ Date _____



CVRM
Coachella Valley
Rescue Mission

Board Approval

Matt List, member of CVRM Board of Directors approved submittal of applications from Coachella Valley Rescue Mission in response to RFP #DPARC-530 for Rapid Re-Housing , Emergency Shelter and Street Outreach from the County of Riverside, EDA Community Services Division.

Darla Burkett, Executive Director is authorized to sign the grant on behalf of the Coachella Valley Rescue Mission (CVRM).

Signed:

Matt List

Matt List

CVRM Board of Directors

Date 2/27/17

**ATTACHMENT A
BIDDER PROPOSAL RESPONSE**

**2017 COMPETITION
REQUEST FOR PROPOSAL # DPARC-530**

STATE EMERGENCY SOLUTIONS GRANT HOMELESS ASSISTANCE PROGRAM

RAPID RE-HOUSING



Contact:

Rowena Concepcion, Administrative Services Officer
Riverside County – Homeless Program Unit
4060 County Circle Drive
Riverside, CA 92503
(951) 358-5638 / (951) 358-7755 (fax)
Email: rconcepc@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

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

16-105 11/26/14

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

Rowena Concepcion rconcepc@riversidedpss.org

PURPOSE/BACKGROUND

The County of Riverside Department of Public Social Services (DPSS) 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

DPSS was designated as an Administrative Entity (AE) for the County of Riverside Continuum of Care for the purpose of administering State ESG funds within the State ESG Service Areas. All activities funded with ESG grants 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
6. Prevent families and individuals from becoming homeless

Funding for Services

The total 2017 State ESG funds allocated to the County of Riverside is \$596,888. The expenditure deadline is MMDDYYYY.

Of this, the allocation is broken out by the following:

Total amount	40% required for Rapid rehousing	Total available for other activities
\$596,888	*\$238,756	*\$358,132

***ESG Allocation Breakdown**

California ESG Allocation = \$287,314

UD ESG Allocation = \$309,574

Total 2017 Allocation: \$596,888

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.

Federal ESG Match Required Pursuant to Match rules at 24 CFR 576.201. 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.

California ESG Match Requirement: None*

*Because there is no match requirement for the state ESG portion, funds will be awarded using a 60% federal (dollar for dollar) and 40% state (no match required) split of ESG funds.

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 Organization: Coachella Valley Rescue Mission (CVRM)

Service to provide: (title) Rapid Re-Housing

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	20
<input checked="" type="checkbox"/> Tab E – Scope of Services.....	21
<input checked="" type="checkbox"/> Tab F – References.....	30

Tab G – Bidder Attachment 32
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	33
Attachment 2	<u>Proof of Non-Profit Status</u>	40
Attachment 3	Board Meeting Announcement	42
Attachment 4	ESG Performance Reports	73
Attachment 5	<u>Organization Chart, CVRM Executive Staff & Board of Directors List</u>	77
Attachment 6	Project Staff Resumes and Job Descriptions	93
Attachment 7	<u>SAM Entity Overview for CVRM- Not on EPLS</u>	94
Attachment 8	<u>Volgistics Software Report- 2016 Volunteer Hours at CVRM</u>	97
Attachment 9	<u>MOU Match from Health to Hope – RRH & ES</u>	99
Attachment 10	<u>CVRM Rapid Re-Housing Application Form</u>	111
Attachment 11	CVRM Donor Perfect Report – Private Donations	112
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 – 2017-18 Proposed ESG Budget and Match Sources /Budget Narrative
- Tab I – Financial Statement

Feb 8 - Project 10/10/00

Tab B Proposal Cover Page

This Proposal Cover Page must be signed by an authorized representative. Signature by an authorized representative of the organization 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

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

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

There will not be a Non-Mandatory Bidder's Meeting

Please submit your Questions to rconcepc@riversidedpss.org no later than February 21, 2017 by 1:30 p.m.

Responses to questions will be posted no later than (Tuesday, February 28, 2017) at:
<http://dpss.co.riverside.ca.us/homeless-programs/housing-and-urban-development>

NO FAXED OR EMAILED PROPOSALS WILL BE ACCEPTED

PROPOSALS MUST BE DELIVERED ON 03/3/17, NO LATER THAN 1:30 P.M. TO:

County of Riverside – Department of Public Social Services
Attn: Bidder Proposal # DPARC-530 – 2017 State ESG Homeless Assistance Program
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

Name: Darla Burkett

Title: Executive Director

Signature: 

Date: 3/1/17

Email: dburkett@cvrn.org

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 clients in the kitchen, security, CVRM emergency shelter, transportation, and thrift stores.

5. Provide a description of the bidder's policies and procedures for admission, diversion, referral, and discharge.

BIDDER'S RESPONSE:

- **CVRM provides** all services are at no charge and provided without regards to gender, national origin, ethnic background, sexual orientation, social economic group, religion or age group. During Intake, clients first arriving complete our Intake Package which includes documenting all pertinent demographic information to be entered into HMIS per HUD and ESG regulations. Using a "Housing First" approach, the morning after their first night of shelter, clients meet one-on-one with an Emergency Services Case Manager to to develop the best individualized suite of services at CVRM and/or other organizations including but not limited to referrals to County Mental Health, DPSS, Health to Hope Medical & licensed mental health counselors onsite, Sage Dental, Mama's House (housing for expectant mothers and their newborns), Olive Crest (foster care for children of clients unable to care for them until completing a program), EDD, Salvation Army (assists some clients with rent deposits), and the Narrow Door. The Housing Department immediately works to see if they can locate affordable housing, Permanent Supportive Housing, Rapid Re-House, Section 8 or CalWORKS HSP funding for each client.
- **Diversion – In 2016, we had no turn-aways for food, shelter or other services. We do occasionally send expectant first time mothers to Mama's House when space is available there. We do find that more and more clients are being diverted to us from other shelters in Riverside County.**

Discharge – Clients may self-discharge anytime they wish. The procedure is that at time of discharge each clients has an exit interview with their case manager. This normally occurs (88% of the time) after the client has attained stable income, built savings and has attained permanent housing ie. Permanent Supportive Housing, Rapid Re-House or self resolve. The vast majority self resolve. Support networks are reviewed and clients may receive case management, food boxes, furniture from thrift stores after they move out should they wish.

CVRM Rapid Re-House clients are not "discharged" until after 6 months of case management is provided after their 12 months of RRH case management and funding have ceased.

6. Provide a description of bidder's policy for terminating program participation.

BIDDER'S RESPONSE:

CVRM also diverts clients in a housing crisis:

- *Clients self resolve (low barriers with stable income)*
- *Bus Tickets to facilitate out of area reunification (low barrier clients)*
- *Coordinated Entry System (CES) for Permanent Supportive Housing (High Barrier Clients)*
- *Community Sober Living Homes (low barriers)*
- *45 day rehabilitation centers and then clients return to shelter*

Divert qualifying clients may also be diverted to other Housing Programs such as RRH, Section 8, CalWORKS.

7. 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 43,000 square foot facility was completed to house clients and provide other emergency services. In May 2015, a new shelter Annex was opened immediately behind the main campus to increase emergency shelter housing square footage by 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 (including public meals) 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 to the CVRM Emergency Shelter 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 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.

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

BIDDER'S RESPONSE:

- a) 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.
- b. Please see Tab G, Attachment 3 – ESG Performance Reports
- c) CVRM has received ESG funding for several years (2011/2012-2016/2017) 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. CVRM has received ESG funding for Rapid Re-House Assistance in both 2015/2016 and 2016/2017 ESG funding cycles.

9. Does bidder have any unresolved monitoring or audit findings for any HUD and/or DPSS 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

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

BIDDER'S RESPONSE:

n/a

11. 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. a. Please see Tab G – Attachment 5 – Organization Chart, CVRM Executive Staff & Board of Directors List
- b. 46 years, no prior business names
- c. 13 years, emergency food and shelter with support services; 20 months using VI-SPDAT Pre-Screen Housing Assessment; 9 months, Rapid Re-House Assistance; 2 1/2 years, street outreach
- d. Company Size: 29 Full Time & 26 Part Time Employees
- e. 84110 Manila, Indio CA 92201 and 47470 Van Buren Street, Indio, CA 92201(adjacent buildings). Housing Project Staff Allocation: 1 FTE Housing Manager, 1 PT Housing Assistant & 4 PT TBD Housing Assistants (to be added if fully 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.

12. 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."

13. 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

14. 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

15. 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

16. 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.

17. 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.

18. 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 Rapid Rehouse project:

- a. Please see attached resumes for Housing Manager, Housing Case Manager, and Housing Assistants. Resumes may be found Tab G, Attachment 6. If we are funded, we will hire 4 additional qualified part time Housing Assistants 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 Housing Manager, Housing Case Manager, and Housing Assistants.
- c. Please see attached resumes for Housing Manager, Housing Case Manager, and Housing Assistants. Resumes may be found Tab G, Attachment 6. If we are funded, we will hire 4 additional qualified part time Housing Assistants to support project.
- d. Please see attached resumes for Housing Manager, Housing Case Manager, and Housing Assistants. Resumes may be found Tab G, Attachment 6. If we are funded, we will hire 4 additional qualified part time Housing Assistants 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.

19. **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

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

<input checked="" type="checkbox"/>	Emergency Shelter Facilities		Transitional Housing
	Vouchers for Shelters	<input checked="" type="checkbox"/>	Outreach
<input checked="" type="checkbox"/>	Drop-In Center	<input checked="" type="checkbox"/>	Soup Kitchen/Meal Distribution
<input checked="" type="checkbox"/>	Food Pantry		Health Care
	Mental Health		HIV/AIDS Services
<input checked="" type="checkbox"/>	Alcohol/Drug Program	<input checked="" type="checkbox"/>	Employment
	Child Care	<input checked="" type="checkbox"/>	Homeless Prevention
<input checked="" type="checkbox"/>	Rapid Rehousing		
	Permanent Supportive Housing		
	Other (Please List)		

Estimated number of people served for each activity:

21. Residential Services

Number Served:	Adults:	1362
Number Served:	Children:	87
Total Number Served Yearly:		1449

Non-residential Services

Number Served:	30,078
----------------	--------

22. 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:	34 (ESG ES - County of Riverside)
Group/Large House:	
Scattered site Apartment:	
Single Family Detached House:	22 (ESG RR - County of Riverside)
Single Room Occupancy:	
Mobile Home / Trailer:	
Hotel / Motel:	
Other:	

23. 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

24. 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	<input checked="" type="checkbox"/>	3000
24 Hrs. Non-Referral Drop In Center	<input type="checkbox"/>	
Referral Only Overnight Shelter	<input type="checkbox"/>	
Non-Referral Overnight Shelter	<input checked="" type="checkbox"/>	2500
Transitional Housing	<input type="checkbox"/>	

25. 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 Rehouse Project Staff Allocation: Currently, the CVRM ES Project team consists of the Housing Manager, a Case Manager and 1 PT Housing Assistant. If CVRM is awarded the funding amount proposed, we will add 4 PT Housing Assistants.

The ratio of CVRM RRH housing staff (including TBD positions if fully funded) to proposed potential ES participants when shelter is at capacity of 250 will be approximately 1 to 31.

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. Clients may volunteer by participating in CVRM mobile outreaches or at offsite local organizations such as The Narrow Door (Public Food Distribution).

26. In the last 12 months, what is the number of all clients who have exited your Program have moved into permanent housing,

Number of persons placed/652 Total number served/1449 in 2016

27. 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.

28. 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: We increased shelter capacity on January 1, 2017 from 75 to 190.

29. 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

30. Does your organization utilize the housing first model?
_____ XXXX Yes _____ No _____ Not Applicable

31. 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)

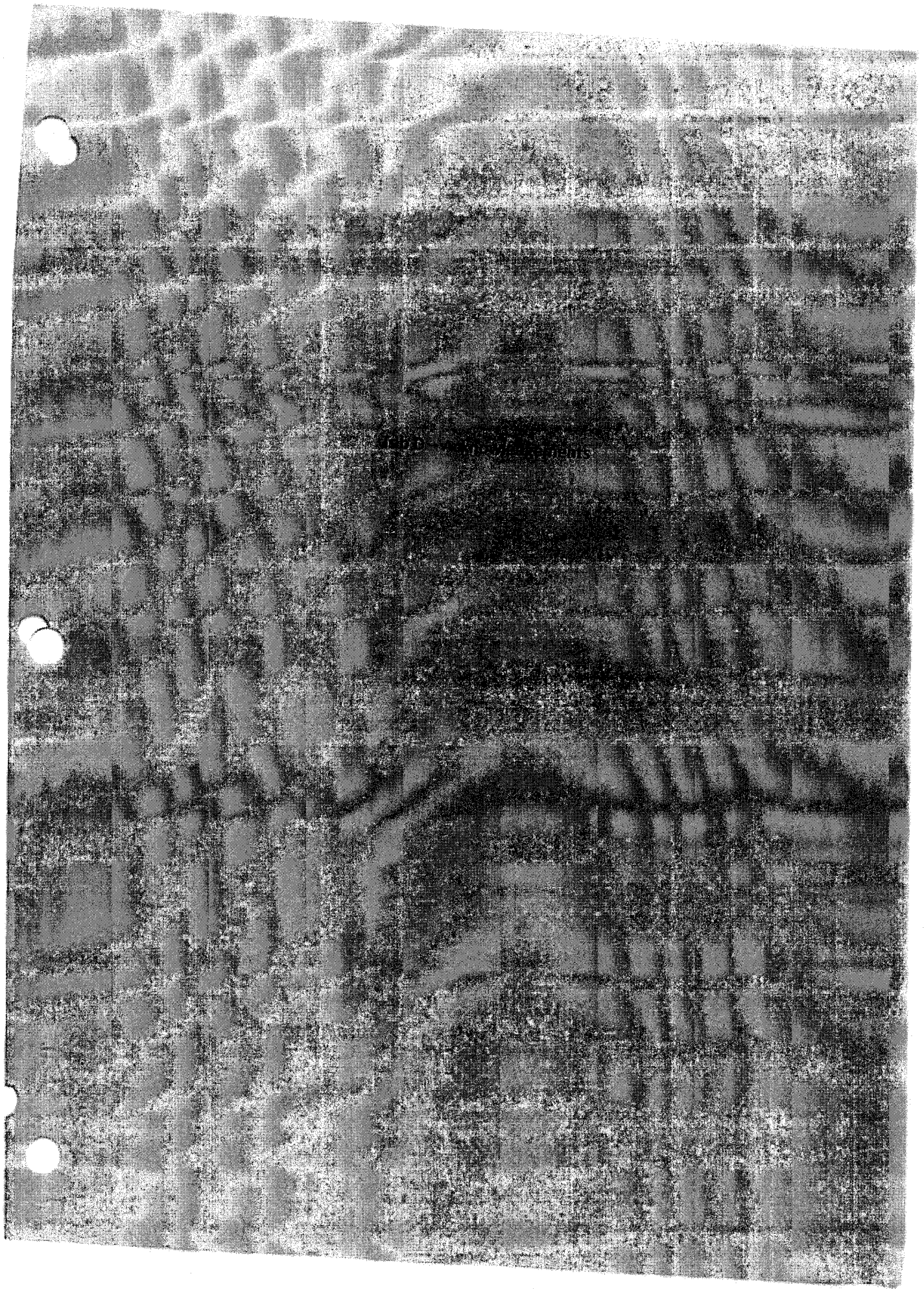
<input checked="" type="checkbox"/> Check Zone 1		<input checked="" type="checkbox"/> Check Zone 2		<input checked="" type="checkbox"/> Check Zone 3	
Western County		Mid & Southwest County		Desert & Eastern County	
City	Zip Code	City	Zip Code	City	Zip Code
Colton	92324	Aguanga	92536	Cathedral City	92234
Corona	92879	Anza	92539	Cathedral City	92235
Corona	92881	Banning	92220	Coachella	92236
Corona	92882	Beaumont/ Cherry Valley	92223	Desert Center/Eagle Mountain	92239
Eastvale	92880	Cabazon	92230	Desert Hot Springs	92240
Elsinore	92530	Calimesa	92320	Indian Wells	92210
Elsinore	92531	Hemet	92543	Indio	92201
Elsinore	92532	Hemet	92545	Indio	92202
Homeland	92548	Hemet/Valle Vista	92544	Indio	92203
Jurupa Valley	91752	Idyllwild	92549	Indian Hills/DHS/ Sky Valley	92241
Jurupa Valley	92509	Menifee/Sun City	92584	La Quinta	92253
March AFB	92518	Mountain Center	92561	Mecca/North Shore	92254
Moreno Valley	92551	Murrieta	92562	Midland	92255
Moreno Valley	92552	Murrieta	92563	Palm Desert	92211
Moreno Valley	92553	San Jacinto	92581	Palm Desert	92260
Moreno Valley	92554	San Jacinto	92582	Palm Desert	92261
Moreno Valley	92555	San Jacinto/ Gilman Springs	92583	Palm Desert	92258
Moreno Valley	92556	Temecula	92590	Palm Desert	92262
Moreno Valley	92557	Temecula	92591	Palm Desert	92263
Norco	92860	Temecula	92592	Palm Desert	92264
Nuevo/Lakeview	92567	Temecula	92593	Rancho Mirage	92270
Perris	92570	Winchester	92596	Ripley	92272
Perris	92571			Thermal/Oasis/ Salton Sea	92274
Perris	92572			Thousand Palms	92276
Riverside	92501			Whitewater	92282
Riverside	92502				
Riverside	92503				
Riverside	92504				
Riverside	92505				
Riverside	92506				
Riverside	92507				
Riverside	92508				
Romoland	92585				
Sun City	92586				
Sun City/Canyon	92587				
Lake/Quail Valley	92587				
Wildomar	92595				
				<input checked="" type="checkbox"/> 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>
Health to Hope (GIS ES & RRH)	\$195,902* (RRH)	6/1/2018-12/31/18 (See Tab G Atch 9)
Private Donations	If there is a shortfall in Health to Hope Services in Kind, it shall be made up in private donations (see Tab C - Atch 11)	Based On 2016 Donor Perfect Reports

* Match Funding commit required for any Emergency Shelter 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 9). 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 Acknowledgments

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: This proposal is based on the assumption that the period of performance will be for 12 months on or about 11/1/17-10/31/18. No other exceptions taken.

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 3/1/17

Title of Agent/Officer Executive Director

Table - Scope of Service

Tab E Scope of Services

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 for each 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, no facility-based care to unsheltered homeless people who are unwilling or unable to access ES, housing or an appropriate health facility.

Eligible activities include engagement, case management, emergency health and mental health services, transportation, and service for vulnerable 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 deliver 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.

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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:

6. 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.

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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).

ES 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.

Urgent Re-housing (24 CFR 576.104; 25 CCR 8408)

9. USG funds may be used to provide housing relocation and stabilization services and short- or medium-term rental assistance necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. Eligible costs include: Housing Relocation and Stabilization Services which include both financial

assistance and services such as housing search and placement, housing stability, mediation, legal services, credit repair, budgeting, and money management. Also eligible and identified as a need in the county by the Executive Oversight on Homelessness Work Group are housing locator and capacity building activities to identify a wide range of new and existing temporary and permanent housing beds in order to increase available inventory throughout the County of Riverside.

Housing locator and capacity building activities are defined by the EOCH Work Group as:

Create a Housing Search and Capacity Building Team of Housing Locators who, with support from a wide-range of community members, focus on finding various affordable housing options for street outreach workers to engage homeless persons in order to help motivate them to pursue an appropriate affordable housing opportunity and work with a housing navigator to obtain and maintain the housing.

Housing Search and Capacity Building: Housing Locators, with support from a wide-range of community members, focus on finding various housing options for street outreach workers to engage homeless persons. Engaging a wide-range of community representatives in housing search activities with housing locators will result in an increase of affordable housing opportunities. This allows a street outreach worker to concentrate on developing a relationship that will help the worker motivate a chronically homeless person to pursue an appropriate affordable housing opportunity and work with a housing navigator to obtain and maintain the 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 intake, 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 information can be used 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 most appropriate category of housing – Permanent Supportive, Rapid Re-House or Affordable Housing.

CVRM is requesting State ESG RRH funds to augment existing RRH program activities currently funded through County of Riverside ESG RRH funding. RRH assistance provided by CVRM includes both short-term (up to 3 months) and medium term (6-12 months)

The CVRM Housing Team works with participants from shelters, referrals and homeless living in encampments. As mentioned above, the team uses HMIS and Homelink 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- Attach 10)

10. Bidder's proposed project shall carry-out the scope of the Rapid Re-housing program component as set forth in 24 CFR 576.104; 25 CCR 8408 to do the following:

- a. Provide supportive services to clients for no longer than six (6) months after rental assistance stops;
- b. Re-evaluate program participants, at least once annually, to:
 - Ensure that program participants have sufficient resources and support networks in place to retain housing;

- Determine the appropriate type and level of assistance that the program participants need to retain housing.

Bidder shall describe in detail how the proposed project will carry-out the scope of the Rapid Re-housing program component as stipulated in point No. 10.

BIDDER'S RESPONSE:

The Housing team after verifying RRH eligibility works with the participant to locate funding. (RRH funding if available is provided to program participants who meet the criteria under paragraph (1) of the "homeless" definition in Section 576.2 or who meet the criteria under paragraph (4) of the "homeless" definition and live in emergency shelter or other place described in paragraph (1) of the "homeless" definition.) Actual RRH funding 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 the 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 Deposit (gas & electricity if necessary)

Housing Search and Placement

House Stability Case Management visits 3 times per month for first 3 months then at a minimum of 1 time per month for a total of 12 months of case management in accordance with ESG program requirements. Then, stability case management shall be provided no longer than 1 time per month for a maximum of six months.

Using funding and Gift in Kind donations from other sources, CVRM also provides ESG RRHH participants with moving assistance (furniture and personal belongings), furniture and housing items (from CVRM Thrift Stores depending on 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.

Clients also have access to CVRM onsite supportive services including but not limited to life skills classes, job skills training, as well as secondary education. They may also access non-emergency professional and mental health services available at CVRM 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.

11. Bidder's proposed project shall make available all mainstream benefits, including healthcare options through the Affordable Care Act, social and employment programs, for which program participants are eligible to apply.

Bidder shall list the mainstream resources the proposed project will utilize. Bidder shall also include in response a detailed description of how the proposed project will utilize mainstream resources.

BIDDER'S RESPONSE:

Bidder's proposed project shall make available all mainstream benefits, including healthcare options through the Affordable Care Act, social and employment programs, for which program participants are eligible to apply.

Assistance completing MediCAL & IEHP enrollment.

Assistance completing applications for SNAP, Section 8, CalWORKS HSP, Social Security, etc.. Case Workers contact their counterparts at these various agencies to ensure applications are correct and in queue for processing.

Vouchers provided to obtain California DMV State ID.

Referrals provided to organizations / businesses providing free tax preparation services.

Link and Referrals to Organizations / agencies with Permanent Supportive Housing Funding, Hotel Vouchers and RRH Funding if CVRM RRH funding has been expended.

Access to free onsite non-emergency medical and licensed mental health counseling from Health to Hope, a non-profit.

Sage Dental for no-cost dental care.

Clients without high school diplomas may enroll at Coachella Public School or access onsite GED tutoring. Cost of Transcripts, Adult School enrollment, and/or GED testing is covered by CVRM.

Case Management visits to housed clients to ensure clients are aware of and are encouraged to use

Transportation to County EDD, DPSS, other State and County Agencies as well as to appointments and programs at other organizations

CVRM also teams with County of Riverside Department of Mental Health, OASIS Mental Health, Local Law Enforcement and actively participates in the CES and the Continuum of Care.

Referrals to Recovery Meetings (if needed) times and locations provided.

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 by 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.

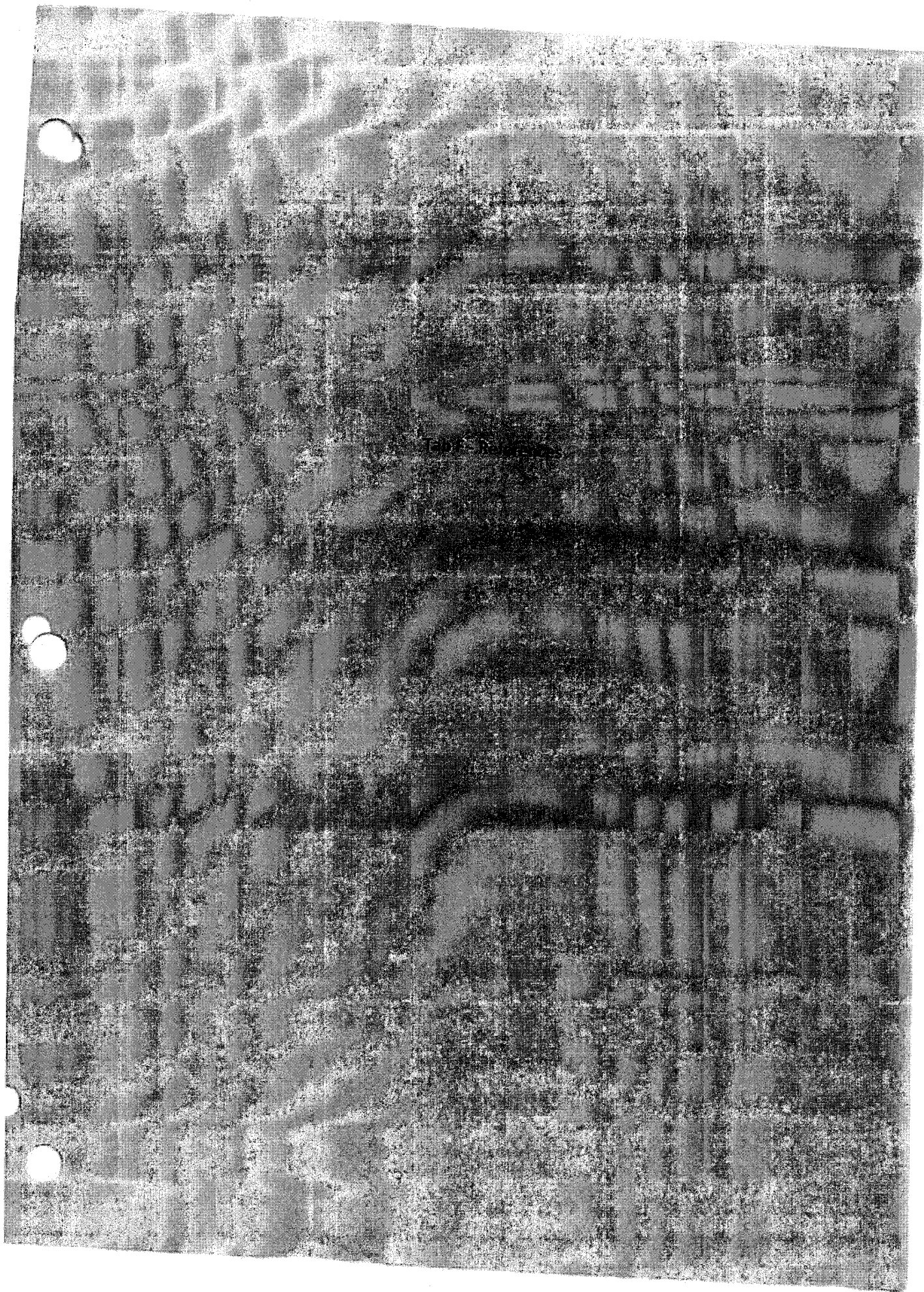
Housing First Practices: All ESG-assisted projects shall operate in a manner consistent with housing first practices as reflected in the CoC written standards and progressive engagement and assistance practices, including the following:

- 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 in 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. Consistent with the federal regulations for what should be addressed in written standards for each activity.



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-Housing
Dates worked performed:	2015/2016, 2016/2017
Summary of scope of services:	Provide Rapid Re-Housing with case management and wrap-around supportive services.
Project cost:	\$50,000 (2015/2016), \$72,642 (2016/2017)

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 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 Attachment

A response that Bidders are finding difficulty pasting into the "Bidders Response" boxes in any section of the RFP, bidders should refer to 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 G - Attachment

STATE OF CALIFORNIA



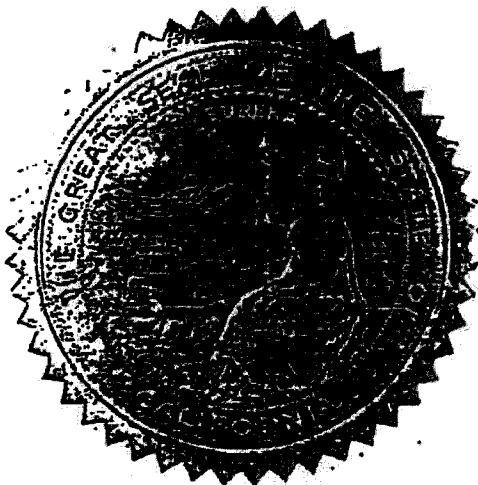
OFFICE OF THE SECRETARY OF STATE

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

100

ARTICLES OF INCORPORATION
OF
COACHELLA VALLEY RESCUE MISSION

EMERALD
MAR 30 1971
EDMUND G. BROWN 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	58-600 Calhoun, Thermal, California
William Northrup	81-589 De Oro, Indio, California
Troy E. Fookes	81-747 De Plata, Indio, California
Calvin Zimmerman	82-743 Snake 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