

**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
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<b>Federal ESG Award Amount:</b>	<b>\$352,337</b>
<b>CA-ESG Award Amount:</b>	<b>\$302,436</b>
<b>TOTAL GRANT AWARD AMOUNT:</b>	<b>\$654,773</b>

**2. Method of Payment**

Payments to Contractor shall be made on a reimbursement basis with the exception that a Contractor may request an operating advance of \$5,000 or thirty (30) days working capital, whichever is greater. A request for an operating advance must be received within sixty (60) days of the effective date of this Agreement. To receive payment for the Work performed, or to receive an operating advance, the Contractor 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.

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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).



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- 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).

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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.



**EXHIBIT E**

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

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

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

**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**

**Martha's Village and Kitchen, Inc.  
2017 State Emergency Solutions Grant Program  
Subrecipient Agreement for Emergency Shelter**

**HO-03659**



JUL 31 2018 3.30

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This Agreement is made and entered into this 31<sup>st</sup> day of July, 2018, by and between Martha's Village and Kitchen, Inc., 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 MVK" refer to the Martha's Village & Kitchen including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and MVK 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](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:  
Martha's Village & Kitchen  
83-791 Date Ave.  
Indio, CA 92201

- 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: Linda Barrack	Printed Name of Person Signing: Chuck Washington
Title: President and CEO	Title: Chair, Board of Supervisors

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

ATTEST:  
 KEONA HARPER-IHEM, 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 \$200,000.00. Said funds shall be spent according to the Budget shown below.

BUDGET CATEGORY	Total
Shelter Operations	\$122,780.00
Staff	\$77,220.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
<b>TOTAL</b>	<b>\$200,000.00</b>

- 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. CONTRACTORSUBRECIPIENT 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
- Martha's Village and Kitchen ("MVK") will provide emergency shelter to individuals and families experiencing homelessness. As part of a comprehensive continuum of services for individuals, guided by Individualized Service Plans, MVK will create 120 new emergency shelter beds (repurposed from transitional housing beds). The project will be covering zones 2, 3 and 4. MVK will provide emergency shelter services to **four hundred-fifty (450)**



**individuals** who are “literally homeless” with up to 90 days of emergency shelter. The shelter currently provides and will continue to provide **One hundred- twenty (120) beds**. MVK will use ESG funds to support case management positions crucial to the successful transition of clients to stable housing. Funds will also be used to subsidize current maintenance and operations. MVK’s Project Application for the 2017 ESG Continuum of Care competition.

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

**Emergency Shelter**

MVK emergency shelter is serving homeless individuals and families experiencing homelessness in Riverside County. MVK shelter primary goal is to provide temporary shelter and stabilization services to participants who lack basic resources to sustain themselves in the community, to restart lives, and to break the cycle of homelessness.

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

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

- **Intake and Assessment:**  
Every individual will receive a comprehensive intake/individualized assessment by a qualified MVK Case Manager. During the intake assessment phase the Case Manager will also determine the needs of the individual’s family members as applicable. Those individuals and their families who may not be eligible for ESG services will be linked to other appropriate community programs.
- **Service Planning:**  
An assessment will be completed to identify participant’s needs and barriers to obtaining employment/income and housing. A personalized weekly plan will be developed to help guide the participant through the steps which would allow the participant to leave the program successfully.
- **Comprehensive Wrap Around Case Management Services:**  
All shelter participants will have access to strong case management that supports job searching, budgeting and managing time, obtaining resources and treatment for substance abuse, and mental and physical health issues. Referrals will be provided to other services in the community as needed.
- **Access to Supportive Services:**  
All MVK clients have access to an array of supportive services offered by MVK including:
  - Emergency shelter facilities
  - Housing Case Management
  - Referrals through the Drop-in Center
  - Food Pantry
  - Soup Kitchen/ Meal Distribution
  - Life skills
  - Job skills training
  - Transportation
  - Assistance with applying for mainstream benefits

- **Aftercare/Follow-Up Services:**

Case Management begins on day one and continues through aftercare/follow-up services provided by MVK Case Manager to ensure gains and strengths are maintain, employment is maintained and housing stability is sustained for the long-term.

## PERFORMANCE INDICATORS

MVK 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 funds are utilized.

MVK will meet the identified Performance Standards as follows:

- MVK understands the Housing First policy as stated above. MVK 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 ;
- MVK has also read, understands and will comply with all parts of The Emergency Solutions Grant State of California Regulations;
- MVK 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);
- MVK 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;
- MVK 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;
- MVK will continue to be a "Member In Good Standing" in the Riverside County Continuum of Care Charter ;
- MVK will accept (and welcome) referrals from the Riverside County Continuum of Care Coordinated Entry System (CES);
- MVK 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 ;
- MVK staff will serve on the CES Advisory Committee and Navigation Council;
- MVK 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);
- MVK 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.
- MVK will comply with the matching funds requirement:

- MVK 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, MVK will achieve the following annual performance goals:
    - Emergency Shelter Performance Benchmarks for project quality, as stated on the HUD System Performance Measures, An Introductory guide to understanding system-level performance measurement;
    - 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**

Martha's Village & Kitchen  
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.

7-5-2018  
Date  
83791 Date Ave  
Indio Ca 92201  
Address of Vendor/Recipient  
(08/13/01)

  
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: Martha's Village & Kitchen  
Remit to Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Sub recipient Name  
\_\_\_\_\_  
Sub recipient Number  
\_\_\_\_\_

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

Select Payment Type(s) Below:

- Advance Payment \$ \_\_\_\_\_  
(if allowed by Contract/MOU)
- Actual Payment \$ \_\_\_\_\_  
(Same amount as 2076B if needed)
- Unit of Service Payment \$ \_\_\_\_\_ # of Units) X \_\_\_\_\_ (\$) \_\_\_\_\_  
\_\_\_\_\_ # of Units) X (\$) \_\_\_\_\_ # of Units) X \_\_\_\_\_ (\$) \_\_\_\_\_  
\_\_\_\_\_ # of Units) X (\$) \_\_\_\_\_ # of Units) X \_\_\_\_\_ (\$) \_\_\_\_\_

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

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

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

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

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

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



## 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

	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				
<b>EMERGENCY SHELTER STAFF</b>																																				
Case Mgmt																																				
Housing																																				
<b>TOTAL RRR</b>																																				
<b>EMERGENCY SHELTER STAFF</b>																																				
Essential Svcs-Case Mgmt																																				
Essential Svcs-Child Care																																				
Essential Svcs-Education Svcs																																				
Essential Svcs-Employment Assst/Job Training																																				
Essential Svcs-Occupant Health Svcs																																				
Essential Svcs-Legal Svcs																																				
Essential Svcs-Life Skills Training																																				
Essential Svcs-Mental Health Svcs																																				
Essential Svcs-Substance Abuse Treatment Svcs																																				
Essential Svcs-Transportation																																				
Essential Svcs-Svcs for Special Populations																																				
Shelter Ops - Maintenance																																				
Shelter Ops - Security																																				
<b>Total ES</b>																																				
<b>ADMIN STAFF</b>																																				
Admin																																				
<b>Total Admin</b>																																				
<b>Non-Project</b>																																				
Vacation																																				
Sick																																				
Holiday																																				
Other Paid Time Off																																				
<b>Total Fringe</b>																																				
<b>TOTAL \$</b>																																				

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 - RRR 0.00  
 Actual Hrs - ES 0.00  
 Actual Hrs - ADMIN 0.00  
 Non-Project Hours 0.00

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

**ATTACHMENT A  
BIDDER PROPOSAL RESPONSE**

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

**STATE EMERGENCY SOLUTIONS GRANT HOMELESS ASSISTANCE PROGRAM**



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](mailto: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](http://www.publicpurchase.com)

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

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

**Rowena Concepcion [rconcepc@riversidedpss.org](mailto: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

HUD 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**

**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:** Martha's Village & Kitchen

**Service to provide: (title)** Emergency Shelter

**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**

- Tab A – Proposal Checklist (*this page*) ..... 4
- Tab B – Proposal Cover Page (*signed by Authorized Signatory*) ..... 6
- Tab C – Company Profile/ Experience ..... 7
- Tab D – Acknowledgements..... 20
- Tab E – Scope of Services ..... 21
- Tab F – References ..... 33
- Tab G – Bidder Attachment ..... 36

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	<u>IRS 501(c)(3) Tax Status Letter</u>	<u>37</u>
Attachment 2	<u>Martha's Residential Handbook</u>	<u>35</u>
Attachment 3	<u>Organizational Chart</u>	<u>58</u>
Attachment 4	<u>Job Descriptions</u>	<u>59</u>
Attachment 5	<u>SAM- No Exclusions</u>	<u>88</u>
Attachment 6	<u>Matching Commitment Letter</u>	<u>89</u>
Attachment 7	<u>Evidence of Insurability</u>	<u>90</u>
Attachment 8	<u>Business License</u>	<u>91</u>
Attachment 9	<u>Contract List</u>	<u>92</u>
Attachment 10	_____	_____
Attachment 11	_____	_____
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

**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](http://WWW.PURCHASING.CO.RIVERSIDE.CA.US)

The County of Riverside Department of Public Social Services on behalf of the Homeless Program Unit is soliciting proposals from qualified 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](mailto: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: Martha's Village & Kitchen

Mailing Address: 83-791 Date Avenue

City: Indio State: CA Zip: 92201-4737

Remit to Address: 83-791 Date Avenue

City: Indio State: CA Zip: 92201-4737

Phone # (760)347-4741 FAX # (760)347-4741

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

Name: Linda Barrack Title: President/CEO

Signature: Date: 2/28/2017

Email: [lbarrack@marthasvillage.org](mailto:lbarrack@marthasvillage.org)

**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:**

Martha's Village and Kitchen, 501(c)(3) Nonprofit Organization

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

**BIDDER'S RESPONSE:**

Located in Attachment 1, most recent IRS 501(c)(3) tax status letter.

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

**BIDDER'S RESPONSE:**

Yes, Martha's actively participates in the County of Riverside Continuum of Care. Martha's is a collaborative partner within the Riverside City and County Continuum of Care (CoC), which is comprised of over 100 public and private agencies representing faith-based organizations, social service organizations, government entities, housing developers, healthcare providers, school districts, and other community-based agencies. Staff from Martha's attends regular and ad hoc CoC meetings. These collaborative efforts contribute to our ongoing programmatic success as well as our reach within the community. Martha's President and CEO Linda Barrack served as the Co-Chair of the Riverside County Continuum of Care and continues to provide input through her committee work. Martha's has participated in the CoC's annual homeless count for the past 7 years and survey distribution. Martha's understands the value of this data on our collective efforts and will continue to be part of these significant efforts.

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

**BIDDER'S RESPONSE:**

Martha's has served homeless individuals and families in the Coachella Valley for 27 years. One of the largest homeless services provider in the region, we served more than 6,200 neighbors in need last year. Each night, we offer 120 beds for homeless individuals (95 beds for families with children and 25 beds for single adults). We offer a site where clients can access shelter, nutritious meals, and comprehensive supportive services.

Martha's is committed to ensuring that residents are involved in policy-making decisions and general operations. Monthly Village Council meetings attended by program managers and residents provide a forum for residents to give programming input. Additionally, residential staff and all adult Emergency Housing clients may participate in monthly House Meetings, where residents openly discuss issues affecting residential living and collaboratively develop solutions to residents' concerns. Finally, one of Martha's board members is formerly homeless and a previous client of Martha's. This former client successfully transitioned into employment and permanent housing



before joining Martha's board in 2013. She provides valuable contributions impacting Martha's policy-making and operations through her experience and insightful perspective.

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

***BIDDER'S RESPONSE:***

Martha's clients are referred from outside Social Service Agencies, Law Enforcement, Hospitals, Outreach Workers, CoC CES, etc. and they may also access services on a walk-in basis. Every guest of our Emergency Housing Program may select to attend an orientation and is given a copy of our Residential Client Handbook (located in Attachment 2), which outlines program safety rules and procedures.

While living at Martha's, residents may select based on Housing First Guidelines to attend our Bridges to Independence class, complete a variety of educational and career assessments, case management meetings, progress assessment sessions, housing planning and assistance meetings to assist them in achieving milestones to ultimately secure permanent housing.

Residents may stay at our emergency housing facility 24 hours a day, seven days a week. Multiple staff members, including Residential Specialists and Security personnel, are on-site 24 hours a day and are able to conduct emergency intakes as needed.

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

***BIDDER'S RESPONSE:***

Martha's has utilized a "Housing First" approach for the past seven years. This project will ensure that participants are eligible and quickly brought into housing regardless of their income level, sobriety, criminal record, history experiencing domestic violence, etc. Specifically, an intake meeting is conducted with each client to establish eligibility. Martha's is sensitive to client barriers, and works to overcome them based on each individual's circumstance(s) and housing needs as described above in its outreach and engagement techniques.

Martha's believes in quickly and successfully connecting homeless individuals and families to emergency housing. Martha's removes barriers to entry, such as sobriety, treatment, or service participation requirements as well as removing a barrier for those with related preconditions that might lead to the program participant's termination from the project. Families are housed without prejudice to age or gender of minor children. Families are not separated due to gender or a minor child's age. Please note that two parent families are not divided or a single male parent is not separated from his family based on gender or are they denied entry into Martha's emergency housing.

All services provided by Martha's Village are optional, and can be selected or terminated by clients at any time removing barriers associated with Program removal based on non-participation in Supportive Services.

In the rare case where Martha's must terminate a resident's program participation, the resident has the right to petition the decision through the Report to Staff process. This process involves requesting an appointment with a staff panel to discuss the termination. The petition procedures are detailed in the Residential Client Handbook. Report to Staff forms are available at the Residential and Front Desks. Appointment requests must be made within 24 hours of the notice of discharge. Requests are routed to the appropriate Residential Supervisor and staff panel who must respond to the resident within three business days. If the issue is not resolved at the Supervisor level, the resident can appeal to the Program Manager and, if the issue remains unresolved, to the Executive Director. Terminations are not enforced until the issue is resolved.

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:**

In 1990, Martha's founders began serving meals to low-income and homeless individuals and families. Martha's expanded in 1997 to provide clothing distribution, emergency shelter vouchers, and healthcare referrals for children. In 2000, we opened our current facility to provide our neighbors in need with emergency housing and comprehensive supportive services. The first and only resource of its kind in the region, Martha's distinguishes itself from other organizations by uniting an otherwise fragmented system of support under one roof. For many years MVK successfully operated both Transitional Housing and an Emergency Shelter at our current location.

Today, we provide more than 6,200 neighbors in need with shelter, nutritious meals, childcare, career and education services, and healthcare. We have successfully utilized County of Riverside Emergency Support Grant funds for more than a decade.

Emergency shelter means any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leases or occupancy agreements. Any project funded as an emergency shelter under a Fiscal Year 2010 Emergency Solutions grant may continue to be funded under ESG.

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

**BIDDER'S RESPONSE:**

a) Martha's has an unparalleled breadth of experience implementing HUD and other federally funded projects in Riverside County.

Currently Martha's federally funded projects include providing low-barrier, housing first, TH beds consisting of 120 beds in 34 bedrooms. Of the beds, 95 were for individuals in families and 25 were for single adults. Our approach has ensured that participants are eligible regardless of their income, sobriety, criminal record, and history experiencing domestic violence. Residents are referred from our network of community partners (including those from the Riverside CoC) and on a walk-in-basis.

*Martha's HUD funding for its Transitional Housing will end on 11-30-2017 allowing us to provide Emergency Shelter Service, which is desperately needed due to the projected loss of over 200 transitional and emergency shelter beds in the Coachella Valley in 2017. HUD has expressed a need for emergency shelter and bridge housing to assist with the rapid re-housing process.*

We regularly attend scheduled and ad-hoc meetings and collaborate with other CoC members to ensure coordination in the region. Linda Barrack, Martha's President and CEO, has served as the Vice Chair of the CoC. Linda currently serves on the Planning Committee and Chairs the CoC Standards Elevation Committee.

Our program does not exclusively focus on a specific population and is available to any homeless single adult or family and includes services to veterans, those challenged by substance use, mental illness, and those fleeing domestic violence. Prior to entry, residents spent time on the streets, in emergency shelters, and in institutions. A host of on-site services are offered for client selection including 24-hour staff support, healthcare, daily meals, employment assistance, education, housing placement, case management, mental health counseling, childcare, referrals with staff support and substance abuse services.

Our projected outcome measures include the percent of exiting clients leaving to permanent housing and the increase in income from employment as of the end of the operating year or program exit. We achieve our outcomes through

our staffing plan and supportive services. Our program, will work collaboratively within the region to ensure that our housing and services is fully operational year-round and available to those most in need.

Another significant example of Martha's success in implementing federally funded projects is its Food Services Program. The Food Services Program has been funded for the past 17 years including federal funding through Community Development Block Grants, EFSP, and the State of California Department of Education. The program will be utilized to address inadequate nutrition and hunger in the community by providing nutritious, well-balanced meals to both our permanent housing residents and neighbors in need. Our highly trained staff and dedicated volunteers prepare meals for residents of our emergency housing program and community members in need 7 days-a-week, 365 days-a-year. Meal service for residents of our housing program begins with breakfast from 6:30am to 7:30am, followed by lunch from 12:45pm to 1:30pm, and dinner is served from 4:45pm to 6:00pm. Non-resident homeless and impoverished community members are served lunch from 11:00am to 12:00pm. Martha's staff ensures that each meal is nutritionally balanced and contained the appropriate proportions of each of the food groups. We do not limit servings and guests are welcome to come back for seconds. This is critical for the children and adults we serve, as the meal they eat at Martha's may be their only meal of the day.

Over the past 12 years, Martha's has successfully provided services through a variety of HUD, ESG and CDBG funding for both Supportive Services, Operations and Capital improvements for housing and community services.

- b) Martha's has been providing regular performance reports for HUD, CDBG, County ESG, EFSP, etc. to the County of Riverside for over 15 years. Martha's provides timely, insightful, quarterly and annual performance reports.
- c) Martha's Village and Kitchen has provided services in Riverside County since 1990. Martha's Village and Kitchen's work during these 27 years has successfully transformed the lives of tens of thousands of our community's homeless and impoverished families and individuals.

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:**

Not applicable

11. Bidder shall provide a company overview for the following:
- 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.
  - The number of years in business under the present business name, as well as prior business names.
  - The number of years of experience providing the proposed, equivalent or related services.
  - Company size - number of staff.
  - 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. The organizational chart is located in "Attachment 3".

Martha's is a nonprofit public benefit corporation led by a board of accomplished and compassionate community leaders from diverse areas of the community, business and social services. Specifically, Henry Burdick, Board Chair, has provided board leadership to Martha's for over 12 years. Mr. Burdick has over 36 years of experience as a company founder and executive leader in the wellness and nutrition industry. Mr. Burdick also has experience in property development.

Bill DeMucci serves as Board Vice Chair and has provided Martha's board leadership for over a decade. Mr. DeMucci was the co-founder and President of Titron Media Co. Ltd., the world's largest independent manufacturer of VHS video cassettes. Mr. DeMucci has over 40 years of business expertise and currently serves as a consultant to start-up companies and organizations in the United States and China.

Day-to-day organizational leadership and oversight is provided by our President and CEO Linda Barrack. Ms. Barrack has spent more than 26 years working to address the needs of individuals and families experiencing homelessness in the Coachella Valley. She was previously the Director of Riverside County Operations for Jewish Family Services of San Diego and the Episcopal Community Service of San Diego. Ms. Barrack authored, secured HUD funding and successfully operated the first Permanent Supportive Housing in Riverside County. Over the course of her career Ms. Barrack has supervised Emergency Shelters, Drop in Centers, Emergency Housing, numerous Supportive Services Programs under the successful management of HUD, ESG (County and State), CDBG (Cities and , County), EHAP, EFSP, Foundations, Cities, Riverside County, etc funding. Ms. Barrack is the past Co-Chair of the Riverside County Continuum of Care Council, and an active member of numerous collaborations and committees related to serving homeless and impoverished individuals in the Coachella Valley.

- b. 27 years

- c. Over 27 years of providing services to those in need throughout Riverside County

- d. 54 full time staff members

- e. The location of the building from which the work under this contract will be provided is 83791 Date Avenue, Indio, CA 92201. 89% of staff will be based at this location, while the majority of the work under this contract will be performed at this location, outreach, CoC meetings, partner meetings, etc. will regularly take place off site.

\*\*Please note that 6 staff members which is 11% staff members are located at Martha's Thrift Store, which is not related to this grant.

12. Provide your company's mission statement.

**BIDDER'S RESPONSE:**  
Martha's Village and Kitchen's mission is to serve our neighbors by responding to their needs with food, clothing, shelter and an opportunity to become self-sufficient by affirming their dignity with love, compassion and respect.

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:**  
None

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:**

None

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:**

Martha's provides a criminal background check on all employees, subcontractors, and volunteers. Martha's background check process begins when it provides an applicant with a "BCIA 8016, Request For Live Scan Service" form. The applicant completes the form with his/her personal information and takes the form to a live scan operator at RJW Notary Public located at 81944 Hwy 111 Suite E, Indio, CA 92201, where the applicant must provide the appropriate identification.

The live scan operator checks the applicant's identification, inputs the applicant's personal descriptor information, captures the applicant's fingerprints electronically, and transmits the data to the DOJ. Once the transaction is received by the DOJ, the fingerprint images are used to automatically search against all other fingerprint images in the fingerprint database. If there are no fingerprints matching the applicant's fingerprints, the transaction is generally processed electronically without technician intervention within 48 to 72 hours. If an applicant's fingerprints match fingerprints in the database, the associated RAP sheet must be reviewed by a technician. In these cases, Martha's is sent a delay notice response. The next communiqué that Martha's receives is the completed response.

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:**

- a) The job descriptions for all employees/subcontractors responsible for administering or providing services are located in "Attachment 4".
- b) The job descriptions for all employees/subcontractors responsible for administering or providing services are located in "Attachment 4".
- c) The job descriptions for all employees/subcontractors responsible for administering or providing services are located in "Attachment 4".
- d) The job descriptions for all employees/subcontractors responsible for administering or providing services are located in "Attachment 4".
- e) The resumes of key staff responsible for administering or providing services are located in "Attachment 4".

***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:**

Martha's is not listed on the excluded list on SAM. Located in "Attachment 5".

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

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

Estimated number of people served for each activity:

21. Residential Services

Non-residential Services

Number Served:	Adults:	239
Number Served:	Children	211

<b>Total Number Served Yearly:</b>	450
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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
<b>Barracks:</b>	
<b>Group/Large House:</b>	
<b>Scattered site Apartment:</b>	
<b>Single Family Detached House:</b>	
<b>Single Room Occupancy</b>	
<b>Mobile Home / Trailer:</b>	
<b>Hotel / Motel:</b>	
<b>Other:</b>	120 beds within 34 rooms

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:**

Martha's clients are referred from outside Social Service Agencies, Law Enforcement, Hospitals, Outreach Workers, CoC CES, etcetera and they may also access services on a walk-in basis. Clients may select to attend an orientation and is given a copy of our Residential Client Handbook, which outlines program safety rules and procedures.

While at Martha's, guests may select based on Housing First Guidelines to attend our Bridges to Independence and Challenge to Change classes or complete a variety of educational and career assessments, case management meetings, progress assessment sessions, housing planning and assistance meetings to assist them in achieving milestones to ultimately secure affordable permanent housing.

Homeless individuals and families may stay at our emergency housing facility 24 hours a day, seven days a week. Multiple staff members, including Residential Specialists and Security personnel, are on-site 24 hours a day and are able to conduct emergency intakes as needed. Additionally, our Emergency Assistance Program is available Monday through Friday by appointment or walk-in.

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	_____	_____
24 Hrs. Non-Referral Drop In Center	_____	_____
Referral Only Overnight Shelter	_____	_____
Non-Referral Overnight Shelter	_____X_____	_____450_____
Transitional Housing	_____	_____

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:**

Martha's employs 54 individuals. Our Emergency Housing Program offers direct client support through 11 roles: 2 Case Managers, 1 Addiction Counselor, 1 Career Counselor, 5 Residential Program Specialists, 1 Education Specialist, 1 Receptionist (Front Lobby Client Services ) and 1 Senior Program Manager.

Within our Children's Services Program, 11 staff members provide direct client support to families and children, including 1 Program Supervisor 8 teachers and 2 teacher aides.

Through our Emergency Housing Program and Children's Services, we proved support to as many as 120 residents on any given day, representing a ratio of almost 6 residents to every 1 FTE direct service staff.

Furthermore, our facility is maintained by 1 Senior Operations Facility Manager, 2 Maintenance Technicians, 3 Custodians, 1 Landscaper, and 4 Security staff members. Food Services consists of 1 Food Services Manager, 2 Cooks and 1 Cook Helper. In 2016, we also received the support of 2,189 volunteers.

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/248 of 318 exiting or 89% Total number served/432 clients**

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:**

Following successful exit, we provide case management including monthly meetings over the telephone and periodic home visits as requested to help clients maintain a self-sufficient lifestyle and develop community connections. Also available is the opportunity to telephone or e-mail for any type of resources and support as needed.

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 have 120-beds featuring 95 beds for homeless families and 25 beds for homeless single adults housed in 34 rooms. Also offered on site are two full multi machine laundry rooms, showers, meeting rooms, common lobby area, homework rooms, play area for children, etc.

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

**BIDDER'S RESPONSE:**

450

30. Does your organization utilize the housing first model?  
\_\_\_\_X 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 type="checkbox"/> Check <b>Zone 1</b>		<input checked="" type="checkbox"/> Check <b>Zone 2</b>		<input checked="" type="checkbox"/> Check <b>Zone 3</b>	
Western County		Mid & Southwest County		Desert & Eastern County	
City	Zip Code	City	Zip Code	City	Zip Code
Colton	92324	Aguanga	92536		
Corona	92879	Anza	92539	Cathedral City	92234
Corona	92881	Banning	92220	Cathedral City	92235
Corona	92882	Beaumont/ Cherry Valley	92223	Coachella	92236
Eastvale	92880	Cabazon	92230	Desert Center/Eagle Mountain	92239
Elsinore	92530	Calimesa	92320	Desert Hot Springs	92240
Elsinore	92531	Hemet	92543	Indian Wells	92210
Elsinore	92532	Hemet	92545	Indio	92201
Homeland	92548	Hemet/Valle Vista	92544	Indio	92202
Jurupa Valley	91752	Idyllwild	92549	Indio	92203
Jurupa Valley	92509	Menifee/Sun City	92584	Indian Hills/DHS/ Sky Valley	92241
March AFB	92518	Mountain Center	92561	La Quinta	92253
Moreno Valley	92551	Murrieta	92562	Mecca/North Shore	92254
Moreno Valley	92552	Murrieta	92563	Midland	92255
Moreno Valley	92553	San Jacinto	92581	Palm Desert	92211
Moreno Valley	92554	San Jacinto	92582	Palm Desert	92260
Moreno Valley	92555	San Jacinto/ Gilman Springs	92583	Palm Desert	92261
Moreno Valley	92556	Temecula	92590	Palm Desert	92258
Moreno Valley	92557	Temecula	92591	Palm Desert	92262
Norco	92860	Temecula	92592	Palm Desert	92263
Nuevo/Lakeview	92567	Temecula	92593	Palm Desert	92264
Perris	92570	Winchester	92596	Rancho Mirage	92270
Perris	92571			Ripley	92272
Perris	92572			Thermal/Oasis/ Salton Sea	92274
Riverside	92501			Thousand Palms	92276
Riverside	92502			Whitewater	92282
Riverside	92503				
Riverside	92504				
Riverside	92505				
Riverside	92506				
Riverside	92507				
Riverside	92508				
Romoland	92585				
Sun City	92586				
Sun City/Canyon Lake/Quail Valley	92587			<input checked="" type="checkbox"/> Check <b>Zone 4</b>	
Wildomar	92595			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>
General Funds	\$120,000 / required 60% match	Immediately upon funding

Located in "Attachment 6" is the documentation of committed matching funds.

**Tab D Acknowledgements**

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

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

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

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

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

**BIDDER'S RESPONSE:** No

**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.

Located in "Attachment 7" is the Evidence of Insurability.  
Located in "Attachment 8" is the Business License.

**CERTIFICATIONS**

I, Linda Barrack, a duly authorized agent of Martha's Village & Kitchen Inc.  
Printed Name of Agent/Officer Name of Organization

hereby certify that Martha's Village & Kitchen Inc 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 \_\_\_\_\_ Date February 28, 2017

Title of Agent/Officer CEO and President

<b>Tab E Scope of Services</b>
--------------------------------

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

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

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

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

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

**Street Outreach (24 CFR 576.101)**

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

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

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

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

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

**BIDDER'S RESPONSE:**

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

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

**BIDDER'S RESPONSE:**

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

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

**BIDDER'S RESPONSE:**

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

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

**BIDDER'S RESPONSE:**

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

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

**BIDDER'S RESPONSE:**

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.

*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:**

Martha's Village and Kitchen Emergency Housing does not practice family separation based on the age or gender of a child under age 18.

Martha's Village and Kitchen follows the Housing First Model. As detailed above, sobriety, participation in supportive services, age, gender income or family composition will not have any impact on the entry into program housing. We will utilize the VI-SPDAT and a brief set of additional questions to will help fully establish, homelessness, disability status, chronic homeless status, and frequency.

Services offered include ongoing case management, life skills in case management, employment, education, and access to other selected needed services client to identified clients. This concentrated level of support is provided by Martha's Village and Kitchen staff that is focused on helping participants to secure and sustain housing and develop healthy life-style behaviors that will increase their access to selected available services and housing.

Participants will be assisted with obtaining and remaining in permanent housing through the following client selected means and activities:

- a. Housing First Model / Case Management
- b. Participating in the Process of Securing and Retaining Housing
- c. Developing an Individual Housing Plan
- a. Adjusting to a Housing First Model – Client Selection Optional-Based on Housing First

A Housing First Model is used to reduce client barriers. Staff help clients in obtaining and remaining in permanent housing. Within this model, clients will realize that there is a

moderate to rapid demand predetermined, standard timeframe, and that they have the right of selection. Clients have sufficient time to complete related tasks they select, complete assessments, develop skills, and achieve the confidence to secure and retain housing.

**b. Participating in the Process of Identifying and Achieving Goals – Client Selection Optional-Based on Housing First**

As soon as it is reasonable within this moderate- to rapid demand model, clients will learn about the primary goal of the model and advised that staff (particularly but not limited to Employment, Case Management, Education, Housing, and Life Skills, Housing Assistance and Benefits) will assist them with their goals should they select to participate. This will help promote a sense of autonomy, responsibility, and a sense of having control over and being able to take action to positively influence their lives.

**c. Developing an Individual Housing Plan – Client Selection Optional-Based on Housing First**

Participants may select to be assisted with securing permanent housing by developing an Individualized Housing Plan with the proposed program's staff. Each willing participant will begin developing an Individualized Housing Plan by completing an assessment tool. The assessment tool will evaluate each participant's current level of readiness and will indicate areas where additional skills are needed to live successfully in permanent housing, and reducing barriers to housing.

**d. Development of Skills to Obtain and Maintain Permanent Housing –Client Selection Optional-Based on Housing First**

Staff will assist and support clients who choose to participate to identify their needs and monitor their performance goals. The goals that will be measured for success within the plan will include: education, employment (if client is employable), income, money management, medical and mental health care (as needed), crisis/peer counseling, substance abuse treatment (if needed), accessing mainstream resources, housing assistance and other life skills training.

- Case Management: Client May Select - Through bi-monthly individualized client selected case management - case plans, counseling, transportation, assessments, assistance with mainstream benefits, support and information and referral services with follow-up, we ensure residents successfully clients will stabilize and remain in housing. All services are based on HUD guidelines.

- Employment: Client May Select - Our highly qualified staff provides employment preparation, career development, resume building, mock interviews, grooming and job placement assistance. All services are based on Best Practices.

- Education: Client May Select -The TABE test (test of adult basic education) is the tool used. The test consists of two parts the first part is a written locator test the second part is on the computer. Based on what level a client is on the locator test that will determine what grade level they will be tested on the computer. Clients who test below 8.9 on the TABE test or do not have a high school diploma may be scheduled for Adult Education class. Once the 8.9 level is reached staff assists with the GED process. Education staff also assists with college and trade school enrollments.

- Children's Services Client May Select: Our licensed children's program provides free, high-quality childcare year-round to children 0 to 5 years of age and a variety of parent resources including workshops, seminars, and a resource library. Children Services will be made available to families with children at no cost. For families with older children with

daycare needs staff links them with collaborating partners. Martha's also offers after school tutoring for school age children.

- Recovery Services Client May Select: We provide a range of group and individual services to assess and address drug, alcohol, and gambling addictions. Staff links clients with collaborating agencies for in-patient services when needed.
- Emergency Assistance Clients Selected: -We offer emergency food, clothing vouchers, and infant supplies for families.
- Living Skills Client May Selected: The staff provide to clients who wish to participate in counseling and instruction focusing on tenant's rights and responsibilities, as well as household management skills, all designed to prepare the clients to obtain and maintain permanent housing. The staff will also try to identify and raise awareness about any patterns between housing choice and homelessness.
- Transportation Services Client May Select: Bus passes that are available for education, employment, medical appointments, mainstream benefit appointments, etc. Transportation for Special need clients is arranged by Case Management Staff as needed. Disabled clients are linked with appropriated transportation program by staff based on their eligibility.
- Security is provided twenty-fours a day – 365 days a year to insure client safety.
- Food Services provides three meals and two snacks over the course of the day.
- Special Needs Services are provided directly by staff, as well as staff providing linkage to collaborating partners with expertise within the required field of assistance.
- Client Rooms and Common Areas: Client rooms are fully furnished. All rooms and common areas include utilities.
- Maintenance: All rooms and client common areas are maintained by our fully equipped Maintenance Staff who uses the supplies and equipment necessary to operate an emergency shelter, and to preform repairs.
- Insurance: Martha's maintains fully insurance coverage in all required areas.
- Outreach **\*\*Please note Martha's is not seeking funding for outreach, but it is such an important element in ending homelessness it needed to be included**: One of the main objectives of Martha's engagement and outreach is to focus on the "hardest-to-reach" and "service-resistant" homeless population, Martha's works to remove housing barriers in partnership with CoC (CES), city and County staff, local service providers, health professionals, law enforcement, and the community at-large to help transition people from the streets, out of places not meant for human habitation and connect with the services they need to gain a stable source of income, transition to permanent housing and achieve self-sufficiency resulting in ending chronic homelessness for individuals in 2017 and homelessness for families in 2020.

Martha's outreach provides both in house and mobile outreach and client service engagement for homeless individuals and families on the streets, shelters, living in places not meant for human habitation, in service venues, and other locations where they can be found in the Coachella Valley and Riverside County. Martha's outreach services responds to the issues and concerns of homeless individuals and families as well as local residents, businesses and others concerned about homelessness in the Coachella Valley and Riverside County. Electronic outreach to the community is accomplished monthly through e-mail blasts to service providers, business, churches, temples, medical providers,

government agencies, homeless taskforce groups, etc. Finally, Martha's utilizes the SPDAT Assessment tool to provide insight into the level of need and most appropriate housing resources.

**Homeless Prevention (24 CFR 576.103)**

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

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

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

***BIDDER'S RESPONSE:***

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

9. ESG funds may be used to provide housing relocation and stabilization services and short- or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. 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:**

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:**

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:***

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

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

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

**BIDDER'S RESPONSE:**

Yes, Martha's 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.

Martha's is not seeking funding for HMIS activities.

**IMPLEMENTATION REQUIREMENTS**

**Core Practices (25 CCR 8409)**

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

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

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



- ensuring low-barrier, easily accessible assistance to all people, including, but not limited to, people with no income or income history, and people with active substance abuse or mental health issues;
- helping participants quickly identify and resolve barriers to obtaining and maintaining housing;
- seeking to quickly resolve the housing crisis before focusing on other non-housing related services;
- allowing participants to choose the services and housing that meets their needs, within practical and funding limitations;
- connecting participants to appropriate support and services available in the community that foster long-term housing stability;
- offering financial assistance and supportive services in a manner which offers a minimum amount of assistance initially, adding more assistance over time if needed to quickly resolve the housing crisis by either ending homelessness, or avoiding an immediate return to literal homelessness or the imminent risk of literal homelessness. The type, duration, and amount of assistance offered shall be based on an individual assessment of the household, and the availability of other resources or support systems to resolve their housing crisis and stabilize them in housing.

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

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

<b>Tab F References</b>
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**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:	Riverside County Department of Social Services / HUD SHP
Address:	4060 County Circle, Riverside CA
Contact person:	Lisa Shiner
Email address:	<a href="mailto:lshiner@riversidedpss.org">lshiner@riversidedpss.org</a>
Telephone address:	951-358-4012
Project name:	Martha's Village and Kitchen TH
Dates worked performed:	2000-Current
Summary of scope of services:	<p>U.S. Department of Housing and Urban Development SHP Grant 2000 to present.</p> <p>For fifteen (15) years Martha's has provided furnished housing first based transitional housing units consisting of 120 beds in 34 bedrooms with beds for 95 are for individuals in families with children and 25 for single adults.</p> <p>Martha's has served an average of over 400 clients annually over its 15 years of housing services.</p> <p>The following Supportive Services have been provided by Martha's based on HUD guidelines and Best Practices.</p> <p><u>Supportive Services:</u> Case Management, Substance Abuse Services Employment Services, Food Services, Living Skills</p> <p>The following items have been budgeted and provided to ensure a comfortable, clean, safe, and stable housing environment for Martha's housing.</p> <p><u>Operations:</u> Insurance, Security Equipment Rent / Buy</p>

	Furniture, Utilities, Maintenance and Repair
Project cost:	\$535,000

Reference 2	
Company name:	City of Indio
Address:	100 Civic Center Mall
Contact person:	Jesus Gomez
Email address:	<a href="mailto:jgomez@indio.org">jgomez@indio.org</a>
Telephone address:	(760) 391-4120
Project name:	Health Care and Food for Homeless Program With An Emphasis On Children And Families, Indio, CA
Dates worked performed:	2012-2013, 2013-2014, 2014-2015, 2015-2016 and 2016-2017
Summary of scope of services:	<p>The goal of this Community Development Block Grant project is to provide safe housing, nutritious and well-balanced meals, and other basic needs services during the annual grant term:</p> <p>Housing: Make available 120 beds to homeless single men, women, and families with children each night in a clean, safe, and stable environment.</p> <p>Supportive Services: Provide basic services that are a vital resource that assists clients in need on their path to lasting self-sufficiency.</p> <p>Meals: Provide 13,130 nutritious and well-balanced meals to 1,200 impoverished community women, children and men. The Food Services Program often serves as a gateway for new clients to learn about other available services.</p>
Project cost:	\$42,000

Reference 3	
Company name:	County of Riverside Economic Development Agency
Address:	P.O. Box 1180, Riverside, CA 92502
Contact person:	Sterlon Sims
Email address:	<a href="mailto:Ssims@rivoeda.org">Ssims@rivoeda.org</a>
Telephone address:	951-955-6686
Project name:	2012-2013, 2013-2014, 2014-2015, 2015-2016 and 2016-2017

Dates worked performed:	2012-2013, 2013-2014, 2014-2015, 2015-2016 and 2016-2017
Summary of scope of services:	<p>The goal of this Emergency Solutions Grant project is to provide up to 120 nightly beds for homeless individuals and families.</p> <p>Supportive Services - Provide individualized case management, licensed childcare, recovery services, mental health services, residential support, career and education services. Case management services are a critical component of supportive services, as they help residents address the underlying causes of their homelessness.</p> <p>Operating- Facilities maintenance, utilities, equipment, ensure that residents at Martha's have a safe and dignified living environment.</p>
Project cost:	\$10,000

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

**BIDDER'S RESPONSE:** Located in "Attachment 9"

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**

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

**Below is an example:****Tab D Company Profile**

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


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

***BIDDER’S RESPONSE:*** Located in “Attachment 1”


2. Proof of non-profit status, if applicable

***BIDDER’S RESPONSE:*** Located in “Attachment 2”

## Attachment 1

 **IRS** Department of the Treasury  
Internal Revenue Service  
P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0752250385  
Sep. 12, 2016 LTR 4160C 0  
33-0777892 000000 00  
00022621  
BODC: TE

 MARTHAS VILLAGE AND KITCHEN INC  
% LINDA BARRACK  
83791 DATE AVE  
INDIO CA 92201-4737

0985

Employer ID Number: 33-0777892  
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated Aug. 31, 2016, regarding your tax-exempt status.

We issued you a determination letter in March of 1998, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

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

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

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

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

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

## Attachment 2

### *MVK Client Handbook*

Effective 12-01-2017

Martha's Village & Kitchen  
Phone: 760-347-4741  
Fax: 760-347-9551  
83-791 Date Ave  
Indio, CA 92201

### **Martha's Village & Kitchen**

#### **Welcome**

1.1.1.1

1.1.1.2 **We are here to provide you with opportunities to improve your life. We strongly encourage you to take advantage of every program we have available. Our staff and volunteers are committed to following our CREED in assisting you to regain control of your life.**

We rely on your cooperation and your own personal commitment to improve your life. Martha's follows a Housing First Model. We strongly encourage you to use this opportunity for your personal improvement. We look forward to your becoming another of our successful alumni.

"Neighbors Helping Neighbors®"

Welcome to Martha's Village & Kitchen, Inc. The Village houses eligible single men, women and families in our emergency program. We hope that your stay with us is beneficial and that we can provide the services that you need.

While at the Village you will be treated in accordance with our:

CREED

Compassion

Concern for another's distress and a desire to assist.

Respect

An act of giving particular attention or special regard.

Empathy

Understanding, being aware of and sensitive to the feelings, thoughts, and the experience of another without judgment.

Empowerment

Helping others help themselves.

Dignity

All people are considered worthy of esteem.

If at any time you feel you are not being treated within this CREED, please let us know.



## Mission Statement

The mission is to promote and provide comprehensive services dedicated to impacting the immediate needs of the homeless person, and to assist in breaking the cycle of homelessness while respecting the dignity of the homeless person.

MVK does not discriminate because of race, color, national origin, sex, religion, familial status, or disability in the occupancy, use, or other disposition of housing or related facilities, including land that is part of a development under the MVK's jurisdiction.

## **ACRONYMS**

<b><u>C&amp;E</u></b>	Career and Education Center
<b><u>CM</u></b>	Case Manager
<b><u>CTC</u></b>	Challenge to Change
<b><u>MVK</u></b>	Martha's Village & Kitchen
<b><u>RCH</u></b>	Residential Client Handbook
<b><u>RS</u></b>	Recovery Services
<b><u>SLR</u></b>	Shared Living Responsibility
<b><u>TOS</u></b>	Termination of Services
<b><u>UA</u></b>	Urinary Analysis

### **Program eligibility based on HUD Guidelines:**

People who are living in a place not meant for human habitation, in emergency shelter, in transitional housing, or are exiting an institution where they temporarily resided. The only significant change from existing practice is that people will be considered homeless if they are exiting an institution where they resided for up to 90 days (it was previously 30 days), and were in shelter or a place not meant for human habitation immediately prior to entering that institution. -People who are losing their primary nighttime residence, which may include a motel or hotel or a doubled up situation, within 14 days and lack resources or support networks to remain in housing. HUD had previously allowed people who were

being displaced within 7 days to be considered homeless. The proposed regulation also describes specific documentation requirements for this category. -Families with children or unaccompanied youth who are unstably housed and likely to continue in that state. This is a new category of homelessness, and it applies to families with children or unaccompanied youth who have not had a lease or ownership interest in a housing unit in the last 60 or more days, have had two or more moves in the last 60 days, and who are likely to continue to be unstably housed because of disability or multiple barriers to employment. -People who are fleeing or attempting to flee domestic violence, have no other residence, and lack the resources or support networks to obtain other permanent housing. This category is similar to the current practice regarding people who are fleeing domestic violence. - Most clients are successful in a short time frame.

### **Confidentiality**

You have the right to confidentiality. Martha's Village will not release any information concerning you without your written permission.

The following are exceptions to this policy:

- Law enforcement officials present staff with an arrest warrant or a Temporary Restraining Order (TRO) for a resident.
- Health and Human Services Association (HHS) / CPS (Child Protective Services) requests information on a current case involving a current or previous resident of the Village.
- Information that suggests a child is being abused or neglected.
- Disclosure that suggests the abuse of the elderly.
- The Village has reasonable suspicion through direct knowledge or law enforcement verification that a client is wanted for a serious violent crime.
- Disclosure that indicates imminent risk of suicidal or homicidal behavior.
- Parole and probation officers will be allowed in living areas by appointment and accompanied by staff.

*Our agency collects personal information directly from you for reasons that are discussed in our privacy statement. We may be required to collect some personal information by law or by organizations that fund us to operate this program. Other personal information that we collect is important to operate our programs, to improve services for homeless persons, and to better understand the needs of homeless persons. We only collect information that we consider to be appropriate. HMIS forms were discussed with you at the time of intake.*

## **2.0 PERSONAL BELONGINGS**

Each person's personal items are to fit into comfortably into the storage space in your unit.. This guideline is based upon safety should emergency situation arise. If you have furniture, it must be stored off site. MVK cannot store or house your additional furniture.

MVK is not responsible for the loss, theft, damage or misplacement of any property on the premises.

### **When you first arrive**

Each new resident must complete an intake process, which consists of completion of paperwork and an introduction to the program.

Before being assigned to a room or bed, you will be given personal hygiene products that you may need. Please shower before getting settled into your room or bed.

### **Bed/Room Assignment Single Adults**

If you need a lower or single bunk, please provide medical documentation explaining your reason. We will make every effort to accommodate you if a bottom bunk is required. In the event a client needs a lower bunk, you can be asked to move from a lower bunk if you do not have medical verification. MVK tries to accommodate client disabilities when possible.

### **Preparation for Bug Day**

We have worked for years to attain a bug free living environment. The goal of MVK is to work with clients who are committed to supporting that charge. We have contracted an extermination company to come into each living area about once every month to spray the area. We as an agency understand that it is an inconvenience, but it is an important and necessary part of the program to stay bug free.

### **On bug day we ask you:**

- To put all personal items including clothing and linens in bags in the middle of your room/bed.
- Mattresses are removed from the beds and stacked on end of each bed.
- Armoires and drawers must be emptied and left open.
- All windows must be shut.
- Vacuum room and empty all trash before extermination.
- Clients must be off the floor by 9:00 am each treatment day.

### **TB Screening**

TB screening process within the first three business days, which includes a skin test and/or X-ray if needed. You must bring proof of test and the TB results to Residential Staff. \*\*\*Please note if you object to TB testing you must present a written statement at the time of your intake. Testing is free of charge at many clinics.

### **School Attendance**

All school-age children living in the Village need to be enrolled in and regularly attends school within five working days when school is in session. This policy is to ensure consistent school attendance of all school age children who live at the Village. Please note non-attendance will be reported. Case managers will follow up on this item with you.

#### **Local Schools in the area of Village:**

##### **Theodore Roosevelt Elementary (K-5 grade)**

It is located at 83-200 Dr. Carreon Blvd., Indio, CA (760) 775-3860.

##### **Thomas Jefferson Middle School**

It is located at 83-089 HWY 111, Indio, CA (760) 863-3600

##### **Amistad Continuation High School**

It is located at 44-800 Golf Center Dr., Indio CA (760) 775-3570.

##### **Indio High School**

It is located at 81-750 Ave., 46, Indio CA (760)775-3550 or (760) 775-3552.

**Special Ed Classes** are available at Dr. Carreon Academy, 47-398 Monroe, Indio, CA (760) 863-1544

Residential Staff will need a copy of the verification of enrollment from the parent and will enter this information into your file as a completed. A Release of Information form (ROI) is signed by the parent to allow the Village the ability to communicate with the school. School officials and the residential program manager are responsible for making any exceptions to this policy.

Exceptions, for example, may include cases in which Special Education home school services are required.

\*\*\*Please see your case managers for possible enrollment in to MVK's First 5 program on site.

### **New Resident Orientation**

**TH-** Monday 9:00 am (walk-in) — Limit 10 people per session. Meet in front of the Resource Room at 8:55 a.m. Clients who are working or are in school during morning sessions please see staff for other options.

Note: The brief introduction during intake on our first day is not Orientation.

### **Shared Living Responsibilities**

- SLR tours are assigned when you meet with the SLR Coordinator.
- Please meet the SLR Coordinator within three working days after program entry.

### **Program Requirements**

#### **Income Verification**

- Residents must report income status at intake.
- If you have an income, you need to report it staff the source(s) of the income.

- You must update staff with any increases or decreases in your income within three days of any change.

### **Resident Petition (Grievance) Procedure**

The following procedure is in place for you to address issues and concerns regarding a staff member, your status, services, or procedures in the Village.

#### **Please take the following steps for your petition:**

- First, talk to the staff member of the department and see if you and the staff can resolve the issue.
- If you do not feel that it is resolved, you may start the petition process by requesting an appointment form. Fill the form out and leave it with Residential Staff.
- When completing the form, be very clear about your reasons for requesting an appointment. This will allow us to do the research we need to do before meeting with you, if needed.
- Check your mailbox for your appointment card within one standard business day after submitting your request.
- Your appointment will be set within 3 business days when possible. It is important that you follow the chain of command to get your issue resolved.
- Following your meeting, you will receive a memo from the person or persons that you met with. The memo will be at Residential Services within one standard business day after your meeting.
- If you disagree with the decision, inform Residential Services or the front desk reception and they will forward your request for an appointment to the next person in the chain of command.
- You have 24 hours to appeal to the next level.
- The Residential Board's decision is final.

In cases where the client's behavior is considered disruptive or dangerous to others or to the environment, the resident may be asked to leave during the petition process. If the decision is in the client's favor, he/she will be allowed to return.

### **Fraternization Policy**

#### **Fraternization between residents and staff or volunteers is prohibited.**

Some examples of fraternization are:

- Dating staff or volunteers.
- Asking staff or volunteers out for a meal.
- Giving gifts to staff or volunteers (i.e., flowers or food).
- Giving staff your cell or pager number for other than business reasons. Giving volunteers your cell or pager number.
- Lending money to staff or volunteers.
- Accepting favors or offering favors to staff or volunteers.
- Purchasing raffle tickets and such from staff or Volunteers.
- Visiting staff or volunteers outside their normal work schedule.
- Being transported in staff members' or volunteers' personal vehicles.
- Accepting donations from staff or volunteers.
- Not notifying residential staff if relatives or close friends are employed at the

Village.

- Any other involvement with staff or volunteers outside their scope of services.

These are only examples and are not totally inclusive of all behaviors that would be considered fraternization.

### **Shared Living Program (SLR)**

#### **Types and Assignments**

- We request that you select to be assigned to complete between 6 to 8 hours of Shared Living Responsibilities (SLR) per week depending on your schedule and your committed hours.
- The SLR Coordinator will assign your SLR and place the schedule in your mail. You are responsible for checking the mail at the Residential office for your assignment.
- If you work or are in school more than 40 hours weekly, you will be asked to complete 6 hours of SLR a week.
- If you work or are in school more than 20 hours but less than 39 hours/week, you will be asked to do 7 hours of SLR a week.
- If you do not work or are not in school you will be asked to complete 8 hours of SLR a week.

#### **Conflicting Schedules and Personal Issues**

- If you have a schedule conflict, give your Staff Contact or Case Manager your work or school schedule on letterhead or with some type of verifiable source stating specific hours and days you work or go to school.
- If you have a medical condition that prevents you from completing your SLR or limits the type of SLR you can complete, you have 72 hours to provide proof of limitations. We will accommodate your needs.
- If you have personal issues (e.g., Recovery programs, probation, etc.) that affect your ability to do your SLR at a specific time, work with your Staff Contact or Case Manager to facilitate a SLR change that works with your schedule.

#### **SLR Agreement**

- Be on time and stay for the entire duration of your SLR.
- Check in with the SLR Coordinator/Monitor or Residential Staff before starting.
- Check out with the SLR Coordinator/Monitor or Residential staff when you have completed your assignment to get signed off.
- If you are assigned to the Kitchen, check in with the Cook.
- If you have a Special SLR Assignment, you will meet with the staff assigned at the designated site, such as the cook in the kitchen.

The SLR/Safety Tour needs to be completed within your first three days of living at the Village. Attending the SLR/Safety Tour provides you with information regarding expectations and familiarity with the areas in the Village

#### **SLR Coordinator's Office**

- The office is open during the daytime Monday through Sunday.
- You can also leave mail for the Coordinator in Residential Office.
- Please direct all SLR-related questions, issues, etc to the SLR Coordinator.

### **Rules and Guidelines**

#### **Baby-Sitting Rules**

You may ask another parent or single woman that you trust to baby-sit your child. The ratio may not exceed four children to one adult. Single male clients are not eligible to baby-sit for any reason. Unfortunately Single men from the Village are not allowed to interact with any of the children at the Village (e.g. holding a child or playing in the courtyard.) Parents please review the guidelines in the Parenting in the Village handout given to you by your Staff contact within your first ten days.

#### **The Village has three levels of Rule Infractions:**

- Workable Point
- Permanent Point
- Immediate Suspension Pending Investigation

#### **Workable Residential Point**

Breaking any of the following will result in a workable point. You have 72 hours to work off the point or it becomes permanent. Contact a residential staff person who will assign you a one-hour SLR in order to remove the point. Please remember staff is here to work with you.

- Unsupervised children
- Curfew violation (permanent after three incidents)
- Non-maintenance of living area /not prepared for bug days
- Non compliance with personal belongings policy
- Being in an unauthorized area
- Eating/possession of food or drink in the living area. Please designated areas.

#### **Permanent Residential Point**

Breaking any of the following will result in a permanent point. You have up to 48 hours of issue date to appeal a permanent point.

- Violation of drug and illegal items policy
- Smoking in living areas or unauthorized areas
- Verbal abuse toward staff, volunteers, or other clients
- Unauthorized visitor in residential area
- Inappropriate physical contact (sexual)
- Burning incense or candles or smoking in the living area
- Using heated electrical appliances in other than authorized areas.

#### **Immediate Suspension Pending Investigation**

These violations may lead to a (TOS) Termination of Services.

- Possession of illegal drugs, controlled substances, or paraphernalia in combination with another infraction.
- Possession of weapons (e.g., guns, bullets, knives, clubs, etc.)
- Violence toward staff, volunteers, or other residents
- Threats of violence toward staff, volunteers, or other residents
- Stealing of any kind

- F. Sexual activity and/or sexual harassment on the Village property
- G. Fraternalization with staff or volunteers
- H. Vandalism or deliberate destruction of the Village property
- I. Inappropriate behavior on property including inappropriate that put others in harm or would impact children in a negative way.

If you wish to appeal your suspension you must meet with the Program Manager or designee by the next business day. Use Petition / Grievance procedure.

### **Residential Point System**

- **Sober Living Violation (SLV)**

Any client may be asked to submit to a Urinary Analysis (UA). Refusal or inability to produce a sample is considered a positive UA. A client under the influence of alcohol or drugs in combination of another infraction can be issued a permanent violation point. Any UA sample that tests diluted will be considered a positive UA. An SLV point results in an intervention including a referral to the Recovery Services Program. If you earn two points for sober living violations in combination with other infractions you may be asked to leave the program. Staff can and will refer you if you wish to attend a de-tox program. Minors are subject to the same sober living rules as adults. An intervention with a minor will include the parent(s).

### **Non-compliance with Residential Point System**

If you earn six permanent residential points or falsify –forge any documentation during your stay, or place anyone in danger you will generate a Termination of Services. All permanent points fall off your record after your situation has been corrected. You may appeal any residential point through the report to staff process requesting a hearing.

### **Medications**

By federal law, medication must be kept in a pharmacy-labeled container with the doctor's name, patient's name, drug name, dosage, and directions printed on it. Clients may only have in their possession prescription medication that is prescribed to them and over the counter medication in the original container. Medications without the appropriate labels will be considered illegal controlled substances and count as a sober living violation.

### **Medical Emergency**

In the event of a medical emergency, the Village is authorized by the resident to obtain medical services for him/her.

### **Weapons**

Anything that can be considered a weapon must be turned in to Security Staff. If in doubt, turn it in. Examples of weapons are:

- Scissors, box cutters, sharp objects
- Knives, guns
- Screw drivers, most tools
- Any object that may be used as a weapon

It will be returned when you need it for work or when you leave the program.

### **Refusal and Termination of Services**



MVK and its agents have the right to refuse services based upon you're not being eligible based on (HUD guidelines) and/or terminate services to anyone who does not follow guidelines in any combinations of infractions or places anyone in danger at any time.

#### **Consent to Search**

MVK reserves the right to search all persons and their property while on the Village property with proper notification. Trained dogs may be used to seek out any drugs in the village. All positive hits will result in a room search and a possible U/A.

#### **Daily Life at MVK**

##### **Meals**

The Village dining hall serves three meals a day.

- Sack lunches or late plates are available for clients who have a work or school schedule that prevents them from getting a meal at the regular meal times.
- Ask your Staff Contactor Case Manager for more information.
- You may need to provide written verification or a schedule. Special dietary needs can be met with medical verification.

No food or drinks are to be taken out of the dining area. (With the exception of water and coffee to the overflow courtyard during meal times only)

<b>Breakfast -</b>	6:30 am-7:45 am 7:30 am-8:45am Sat-Sun
<b>Lunch-</b>	12:45 am-1:45 pm
<b>Dinner-</b>	4:45 pm-5:45 pm
<b>Snacks-</b>	Are served daily

The United States Department of Agriculture USDA prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, or political beliefs.

##### **Mail and Messages**

Mail can be sent to you using the following address:

83-791 Date Ave.  
Indio, CA 92201

You will also receive important messages from Residential, SLR Coordinator, Case Manager and other Village departments, these messages can be picked up at the Residential Office.

##### **Telephone Messages**

At the Village a residential message service is provided for receiving incoming personal and professional messages (760) 347-4741

Due to the issues of confidentiality please do not give out phone number of roommates or neighbors.

### **Your responsibility to Check Mail and Messages Daily**

- You need to check your mail and messages each day.
- You may have important messages from the residential department or other programs that may affect your residency.
- Check your mail and messages any time the Residential Office is open.
- If you have a curfew waiver, come to the office immediately upon your return and check your mail.
- If you have a curfew waiver, come to the office immediately upon your return and check your mail.

### **Curfew**

- All children on the floor need to be in their rooms/beds by 8:00 pm.
- All residents on site at 8:00 pm need to remain on the floor until 5:00 am. All residents on site at this time need be in their rooms by 9:00pm for bed checks.
- All Residents out without a curfew waiver must return to site by 8:00 pm. It is your responsibility to plan your time so that you make it back to the program before curfew. Curfew waivers are available for clients through their Staff Contact or Case Manager. You must provide verification of employment or school schedules that conflict with curfew. See Curfew Waiver section for more details. Call the residential office if you are unexpectedly late for curfew due to work, school or emergency.

### **Bed Check**

- Bed check is at 9:00 pm. Clients need to remain in their living space until the staff has checked them in during the bed check process. Clients who are away from their bed while bed check is occurring will be considered in violation and will earn a point for curfew violation. Once the staff has completed your area, you may go out to the TV/quiet room area, restrooms, etc until 10:00 pm. See curfew wavier.

### **Night Time**

- Children on the floor need to be in their rooms/beds at 9:00 pm. The courtyard is a quiet zone after 9:00 pm. Please be courteous to the other residents and keep it quiet.
- All clients must be in their rooms/beds for the night by 10:00 pm.
- If you are listening to music or TV and it bothers your neighbor or roommate, you must use headphones. If it is still too loud, you will be asked to turn it off.
- If your activity in the lobby, Quiet rooms, or TV room is disturbing to other clients, you will be asked to stop.

### **Curfew Waivers**

- Curfew waivers for weekdays are provided for clients who work or whose school schedule will not allow them to be in before the 12:00 midnight curfew or requires them to leave before 5:00 am. Overnight curfew waivers are also provided to clients.
- Your Case Manager approves this service if you are in the program.

- You are still responsible for your SLR when you are on a curfew waiver. (Please work with staff)
- Failure to be in by the end of your curfew waiver time will result in a workable point (after three incidents the point is no longer workable; it is a permanent point).

### **Wake Up Calls**

- Sign up at the Residential Office if you need a wake up call.
- Wake-ups are at every half-hour from 12:30 am to 6:00 am.
- Staff is not responsible if you do not respond or you fall back to sleep.

### **Residential Office**

- The office is closed during certain daily events, such as shift change, bed check, etc.
- When the Residential Office is open, come to the counter for mail and messages, curfew waivers, wake-ups, and other paperwork. Please be patient when waiting for assistance at the office.

### **Onsite Personal Storage Areas**

- You may store only your own personal property in your assigned area.
- You are responsible for all items in your area.
- Your property must fit into the storage space provided to you, the space provided in your area and personal bins in your rooms. .

MVK is not responsible for the loss, theft, damage, or misplacement of any property on the premises. This includes the storage area.

### **Towels and Toiletries**

Toiletries are available at the residential office for clients who do not have an income.

- For safety reasons, bleach cannot be allowed on the second floor. Please do not purchase this item.
- The Village will provide laundry detergent and tokens to clients without income (two loads per single adult and four per family weekly). Clients with income must provide their own laundry products and tokens.

### **Showers and Restrooms**

- Showers and restrooms are open 24 hours a day, except for cleaning time.
- Handicapped stalls for showers and toilets are for disabled clients only.
- All residents should shower at least every other day from 5:00 am to 8:00 am and 6:00 pm to 9:00 pm.

### **Bed/Room Areas**

**It's your responsibility to maintain your living area.**

- Even when you are not in your area, your area must be maintained neatly.
- You and / or roommate are responsible for sweeping under the bed and for the common area in your living space.
- Food or drinks (except water) are prohibited in your living space. Please use assigned areas.
- Please mark your personal linen clearly.
- Please use only the closets, cabinets or bins in your living area.

**Personal property in your area**

- All property must fit in to your storage area for safety.
- It is the recommendation of this program that you leave all excess belongings in an offsite storage facility of your choice.

**Bed area inspections**

- Residential Staff will inspect your area weekly or as needed. With proper notice.
- If, during the inspection, your bunk or your common area has not been maintained according to the above criteria, you may earn a violation or workable point.

**Laundry Service****Personal Laundry**

- Laundry room hours are posted. You must have Staff permission to access the commercial laundry machines located on the first floor. We provide tokens for residents without income. Your Case Manager can assist you with obtaining tokens.
- MVK is not responsible for any lost, stolen, or damaged clothing.

**MVK Sheets, Blankets and Bins**

Linen is distributed according to client needs. You are responsible for cleaning your own linen.

**Syringe Disposal and Injections**

- Medical authorization is required for the use of syringes onsite. Possessing syringes without medical authorization is considered non-compliance with the drug and alcohol policy.
- When taking medications by injection, staff will provide you a place for privacy. Dispose of used syringes in the red box containers provided in the Residential Office.

**Residential Guidelines**

- Please wear a shirt and shoes anytime you are outside of your living area or room. Appropriate night clothing is needed.
- Please use suitable language in all areas. It is essential to model appropriate behavior for each other especially the children.
- Please do not wear revealing clothing, short shorts see through blouses, spaghetti straps, no muscle shirts/tanks or midriiffs showing on MVK property.
- Magazines that contain sexually explicit material are not appropriate for the Village environment. You may not have them here.
- Since you are sharing your living area, maintaining good hygiene is important and essential, shower at least every other day.
- Please do not participate in public displays of affection on MVK property, (kissing, rabbing, lap sitting)
- If you play your radio or stereo remember to keep it at a volume that will not disturb others. We encourage the use of headphones.
- Gang-related behavior and attire is prohibited on Village property.
  - Please clean up after yourself and your children. This includes the bathroom, dining room, TV room, courtyard, etc.

**Smoking**

Smoking is prohibited except in designated areas. Ashtrays are provided and are to be used. Violations of the smoking policy (e.g., cigarettes found on the floor or in the planters) can lead to a no smoking policy for the Village.

- This policy applies to all employees, clients, contractors, and visitors. Persons observing a violation of this policy should bring it to the attention of an MVK employee. All complaints received will be investigated as confidential as possible. All residents and employees are expected to cooperate fully with our smoking policy.
- Violations of this policy may result in a permanent point due to the safety and health of others.
- Type of smoking prohibited on MVK property include: cigars, cigarettes, e-cigarettes, vapor cigarettes, and hookah pens, etc.

**Emergency Procedures**

- We will have periodic fire drills monthly.
- Report to staff immediately any instance of fire.
- Fire extinguishers are located throughout the facility.
- Leave from the closest exit in case of an emergency.
- The elevator is not an option for use during an emergency.
- In case of blackouts remain calm and do not move around until staff provides you with emergency lighting.
- During instances of emergency evacuation all clients meet in the east parking lot (dirt lot).

**Media**

- Because MVK is a well-known organization, it may be the subject of media attention. We ask that all clients sign a media release form at intake indicating if you are okay or not with possible media exposure.
- Ask staff to place a red sticker on your badge to indicate that you do not wish to have media exposure. You can obtain the stickers from the Residential Office.

**Evaluations**

- An evaluation consists of meeting with your Staff Contact or Case Manager if you are exiting to discuss your status and goals. You will be given advance notice of your evaluation. You are responsible for checking the mail at the Residential office for your appointment. If you are unable to make the appointment, please contact staff.

**TV Room Guidelines**

- The TV room hours in the programs are:  
Sunday-Thursday 3:00 pm-9:00pm / Friday and Saturday 8:00 am-10:00pm
- You must sleep in your own sleeping area. Sleeping in the dayroom/ TV room is not permitted.
- What is watched is determined by the majority of residents present at the beginning of the show. If the noise level in the TV room is high or there are on-going disputes on what show to watch, the TV room may be shut down.