

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



ITEM: 3.20
(ID # 12578)

MEETING DATE:
Tuesday, July 14, 2020

FROM: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS (HHPWS): Ratify and Approve the 2018 and 2019 Federal Emergency Solutions Grant Program (ESG) Subrecipient Agreements with Catholic Charities for Homeless Prevention Services and with Coachella Valley Rescue Mission (CVRM) for Rapid Rehousing Services. [Districts-All]; [Total Cost \$603,825]; [Source of Funds: 100% Federal Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the 2018 Subrecipient Agreements awarded to administer the 2018 Federal Emergency Solutions Grant Program (ESG) Continuum of Care (CoC) Allocations to the following local service providers: (a) Agreement #HHPWSCoC-0000001 with Catholic Charities San Bernardino & Riverside Counties (Catholic Charities) in the amount of \$175,210 for the period of December 5, 2019 through February 12, 2021, and (b) Agreement #HHPWSCoC-0000002 with Coachella Valley Rescue Mission in the amount of \$116,806 for the period July 1, 2020 through February 12, 2021, (collectively, "2018 ESG Service Providers") for a total maximum amount of \$292,016, and authorize the Director of Housing, Homelessness Prevention and Workforce Solutions (HHPWS), or designee, to sign the agreements on behalf of the County;

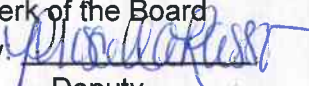
ACTION:


Heidi Marshall, Director 6/12/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: July 14, 2020
xc: HHPWS

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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2. Ratify and Approve the 2019 Subrecipient Agreements awarded to administer the 2019 Federal ESG CoC Allocations to the following local service providers: (a) Agreement #HHPWSCoC-0000004 with Catholic Charities in the amount of \$176,909, and (b) Agreement #HHPWSCoC-0000005 with Coachella Valley Rescue Mission in the amount of \$117,939, (collectively, "2019 ESG Service Providers") for a total maximum amount of \$294,848, both for a term period of one year commencing the Effective Date of the Standard Agreement No. 19-ESG-13126 between the California Department of Housing and Community Development and the County of Riverside, and authorize the Director of HHPWS, or designee, to sign the agreements on behalf of the County;

3. Authorize the Director of HHPWS, or designee, to: (a) take all necessary steps to implement these ESG contracts, including but not limited to, signing subsequent necessary and relevant documents, and (b) approve any subsequent amendments to these ESG contracts provided the respective contract amounts are not increased, subject to approval by County Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$300,452	\$303,373	\$603,825	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Federal Funding			Budget Adjustment:	No
			For Fiscal Year: FY 20/21 - 21/22	

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

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

On March 14, 2019, the State of California Department of Housing and Community Development (HCD) issued the Award Announcement to notify the Administrative Entities of the 2018 ESG Continuum of Care (CoC) Formula Allocation. HCD provided this funding to local Continuum of Care Service Areas, including Riverside County. The total allocation to the Riverside City and County CoC is \$300,452. This includes \$292,016 for services and \$8,436 for grant administration. On August 28, 2018, the Board had adopted Resolution No. 2018-146 (Agenda Item 3.54) for the Department of Public Social Services (DPSS) to apply for and accept

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the 2018 ESG funding and execute the Standard Agreement with the State. On December 5, 2019, the State of California executed the Standard Agreement (18-ESG-12338) with DPSS.

On November 7, 2019, HCD issued the Award Announcement to Administrative Entities of the 2019 ESG CoC Formula Allocation. The total allocation to the Riverside City and County CoC is \$303,373. This includes \$294,848 for services and \$8,525 for grant administration. On July 2, 2019, the Board adopted Resolution No. 2019-087 (Agenda Item 3.16) for DPSS to apply for and accept the 2019 ESG funding and execute the Standard Agreement with the State

On April 21, 2020, the Board adopted Resolution No. 2020-101, approving to transfer its Administrative Entity designation from DPSS to the Housing, Homelessness Prevention, and Workforce Solutions (HHPWS), and Resolution No. 2020-103 and Resolution No. 2020-105 authorizing the Director of HHPWS to apply for and execute grant agreements for the ESG Program and execute the Standard Agreement with the State.

Execution of the Standard Agreement No. 19-ESG-13126 between HCD and the County of Riverside for the 2019 ESG CoC Formula Allocation is forthcoming and contingent upon HCD's receipt of the signed 2018 United States Department of Housing and Urban Development grant agreement. Once the Standard Agreement No. 19-ESG-13126 is executed, HHPWS will have one year from its effective date to administer the 2019 program funding and utilize 100% of the funding received. When HHPWS receives the fully executed agreement, it will enter into contracts with the selected subrecipients to administer ESG activities and funding in collaboration with the CoC.

Impact on Residents and Businesses

Through the CoC Program, the County of Riverside along with its subrecipients, will continue to improve the lives of homeless men, women, and children through local planning efforts and through the direct housing and services programs funded under these grants.

Contract History and Price Reasonableness

In anticipation of receiving this funding, DPSS solicited for bids through DPARC-557 State Emergency Solutions Grant (ESG) Homeless Assistance Program on May 24, 2018 for the following eligible activities:

1. Rapid Re-housing
2. Homeless Prevention

On July 12, 2018, the CoC Board of Governance approved Catholic Charities and Coachella Valley Rescue Mission to be included in the Fiscal Year 2018-2019 ESG application. The CoC Board of Governance recommended to renew the Fiscal Year 2018-2019 projects for Fiscal Year 2019-2020. HCD requires forty percent (40%) of the total county allocation be used toward Rapid Rehousing.

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Fiscal Year	Application Selected for Funding	Project Type	Geographic Areas to be Served	Funding amount
2019/2020	Catholic Charities	Homeless Prevention	Countywide	\$175,210
	Coachella Valley Rescue Mission (CVRM)	Rapid Rehousing	Mid/Southwest County and Desert/Eastern County	\$116,806
2020/ 2021	HHPWS	Administration	Countywide	\$8,436
FY 2019/2021 Sub Total:				\$300,452
2021/2022	Catholic Charities	Homeless Prevention	Countywide	\$176,909
	Coachella Valley Rescue Mission (CVRM)	Rapid Rehousing	Mid/Southwest County and Desert/Eastern County	\$117,939
	HHPWS	Administration	Countywide	\$8,525
FY 2020/2021 Sub Total:				\$303,373
Aggregate Total:				\$603,825

ATTACHMENTS:

- 2018 Subrecipient Agreement HHPWSCoC-0000001 with Catholic Charities
- 2018 Subrecipient Agreement HHPWSCoC-0000002 with CVRM
- 2019 Subrecipient Agreement HHPWSCoC-0000004 with Catholic Charities
- 2019 Subrecipient Agreement HHPWSCoC-0000005 with CVRM

Prev. Agn. Ref: Agenda Item 3.54 (August 28, 2018), Agenda Item 3.16 (July 2, 2019)

HM:CH:TT:cg

Marcus Maltese

 Marcus Maltese

7/9/2020

Gregory H. Priamos

 Gregory H. Priamos, Director County Counsel

7/9/2020

County of Riverside Housing, Homelessness Prevention and Workforce Solutions
3403 10TH St. Ste. 300
Riverside, CA 92501

and

Catholic Charities San Bernardino & Riverside Counties
2019 Federal Emergency Solutions Grants Program -
Subrecipient Agreement for Homeless Prevention Services

HHPWSCoC-0000004

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

JUL 14 2020 3.20

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List of Schedules

- Schedule A – Payment Provisions
- Schedule B – Scope of Services

List of Attachments

- Attachment I – Assurance of Compliance
- Attachment II – HHPWS 2076A and 2076B
- Attachment III – ESG Supporting Documentation Instructions
- Attachment IV – ESG Time/Activity Report
- Attachment V – RFP DPARC-557A
- Attachment VI – Application

This Agreement is made and entered into this ____ day of _____, 2020 by and between Catholic Charities San Bernardino & Riverside Counties, 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 Housing, Homelessness Prevention and Workforce Solutions (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS

- A. "Application" refers to the approved application and its submissions prepared by COUNTY, which is the basis on which HCD approved the grant.
- B. "CES" refers to the Coordinated Entry System in the County of Riverside.
- C. "CoC" refers to the Riverside County Continuum of Care.
- D. "COUNTY" and/or "HHPWS" refers to the County of Riverside and its Housing, Homelessness Prevention and Workforce Solutions Department, which has administrative responsibility for this Agreement. HHPWS and COUNTY are used interchangeably in this Agreement.
- E. "ESG Program" refers to the Emergency Solutions Grants Program.
- F. "HCD" refers to the State of California Department of Housing and Community Development.
- G. "HMIS" refers to the Riverside County Homeless Management Information System.
- H. "Homeless" refers to homeless as defined in 24 CFR 576.2.
- I. "Homeless Prevention" refers to assistance that includes housing relocation and stabilization services and/or short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the Homeless definition in 24 CFR 576.2.
- J. "Participant(s)" refers to an individual(s) or family(ies) who is assisted under the ESG Program.
- K. "Permanent Housing" refers to permanent housing and permanent supportive housing as defined in 24 CFR 578.3.
- L. "Project" refers to rapid rehousing and/or Homeless Prevention services for facilitating the movement of Homeless individuals through the Continuum of Care into independent Permanent Housing.
- M. "RFP" refers to a Riverside County Request for Proposal.
- N. "SUBRECIPIENT" refers to Catholic Charities San Bernardino & Riverside Counties, including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and Catholic Charities San Bernardino & Riverside Counties are used interchangeably in this Agreement.

2. DESCRIPTION OF SERVICES

SUBRECIPIENT shall provide all services as outlined and specified in Schedule B, Scope of Services, Attachment I – Assurance of Compliance, Attachment II –HHPWS2076A, HHPWS2076B & Instructions, Attachment III – HHPWS ESG Supporting Documentation

Instructions, Attachment IV – HHPWS ESG Time/Activity Report, Attachment V – RFP DPARC-557A, Attachment VI – Application, all of which are attached hereto and incorporated herein as referenced, and, upon execution by the California Department of Housing and Community Development (HCD) and the County of Riverside, Standard Agreement No. 19-ESG-13126, which is incorporated herein as referenced as though fully attached.

3. PERIOD OF PERFORMANCE

This Agreement shall commence the effective date of the Standard Agreement No. 19-ESG-13126 between HCD and the County of Riverside ("Effective Date") and continue for a term period of one year, 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 products. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of SUBRECIPIENT'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 fifteen (15) 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 funding from which payment can be made. This Agreement is valid and enforceable only if sufficient funds are made available to COUNTY by HCD. There shall be no legal liability for payment on the part of COUNTY unless funds are made available for such payment by 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 thirty (30) days written notice served on SUBRECIPIENT stating the extent and effective date of termination.
- B. COUNTY may, upon five (5) 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. 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. REQUEST FOR WAIVER AND WAIVER OF BREACH
Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. Any waiver by COUNTY of any breach of any provision of the terms and conditions herein shall not be deemed, for any purpose, to be a waiver of any subsequent or other breach of the same or any other term of this Agreement. Failure of COUNTY to require exact, full and complete compliance with any term of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.
8. 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.
9. 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.
10. 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 SUBRECIPIENT 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. Any work that is determined based on such inspections not to conform to

the applicable requirements shall be corrected by SUBRECIPIENT and COUNTY shall withhold payments to the SUBRECIPIENT until it is corrected.

- B. SUBRECIPIENT shall maintain auditable books, records, documents, and other evidence relating to costs and expenses for this Agreement in accordance with Generally Accepted Accounting Standards. SUBRECIPIENT shall maintain these records for at least three (3) years after HCD closes its HUD grant; until pending COUNTY, state, and federal audits are completed; or any other period specified in 24 CFR 576.500(y), whichever is later.
- C. Any authorized COUNTY, state or 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. In addition, these representatives shall be allowed to interview employees who might reasonably have information related to such records.
- 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.
- F. SUBRECIPIENT shall comply with the audit requirements contained in 2 CFR 200.

11. CONFIDENTIALITY

- A. SUBRECIPIENT shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.
- B. SUBRECIPIENT shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. SUBRECIPIENT shall protect from unauthorized disclosure names and other identifying information concerning person receiving services pursuant to this Agreement. SUBRECIPIENT shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. SUBRECIPIENT shall not use such information for any purpose other than carrying out SUBRECIPIENT's obligations under this Agreement. SUBRECIPIENT shall comply with Welfare and Institutions Code Section (WIC) 10850.
- C. SUBRECIPIENT shall take special precautions, including but not limited to, sufficient training of SUBRECIPIENT's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.

- D. SUBRECIPIENT shall promptly transmit to 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.
12. **HOLD HARMLESS/INDEMNIFICATION**
SUBRECIPIENT shall 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 it 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.
13. **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 retentions 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.
14. **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.
15. **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.

16. **COMMERCIAL GENERAL LIABILITY**
Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SUBRECIPIENT's performance of its obligations hereunder. Policy shall name the 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.
17. **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.
18. **PROFESSIONAL LIABILITY**
SUBRECIPIENT shall maintain Professional Liability Insurance providing coverage for the SUBRECIPIENT's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If SUBRECIPIENT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and SUBRECIPIENT shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that SUBRECIPIENT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as long as the law allows.
19. **USE BY POLITICAL ENTITIES**
The SUBRECIPIENT agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County and under certain circumstances entities located in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the SUBRECIPIENT; and COUNTY shall in no way be responsible to SUBRECIPIENT for other entities' purchases.
20. **LICENSES AND PERMITS**
If applicable, SUBRECIPIENT shall be licensed and have all permits as required by Federal, State, COUNTY, or other regulatory authorities at the time the proposal is submitted to COUNTY and throughout the term of this Agreement. SUBRECIPIENT warrants that it has all necessary permits, approvals, certificates, waivers, and exceptions necessary for performance of this Agreement.

21. NO DEBARMENT OR SUSPENSION

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

22. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements, and directives which impose duties and regulations upon COUNTY as though made with SUBRECIPIENT directly that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, federal, state, and local housing and building codes, and all other matters applicable and/or related to the ESG Program, the COUNTY, the SUBRECIPIENT, the SUBRECIPIENT's subcontractors, and the Project, including but not limited to the provisions of 42 USC 11371 – 42 USC 11378, 24 CFR Part 576, 2 CFR Part 200, and 25 CCR Section 8400 et seq. as shall be amended from time to time. In addition, SUBRECIPIENT shall comply with all applicable provisions of Standard Agreement No. 19-ESG-13126 including as set forth in Schedule B, Section B.1, and any applicable COUNTY policies and procedures, 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. 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>
- c. County of Riverside Continuum of Care Homeless Management Information System (HMIS) Charter:
<http://dpss.co.riverside.ca.us/files/pdf/hmis/policies/2017/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf>

In the event that there is a conflict between the various laws or regulations that may apply, the SUBRECIPIENT shall comply with the more restrictive law or regulation.

23. 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, SUBRECIPIENT shall comply 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.

24. 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 Participants. The list shall include:
 - (1) All staff who work full or part-time positions by title, including volunteer positions;
 - (2) A brief description of the functions of each position and hours each position worked; and
 - (3) The professional degree, if applicable and experience required for each position.
- B. 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 Participants. COUNTY shall notify SUBRECIPIENT in writing of any person not approved, but to protect Participant confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, SUBRECIPIENT shall immediately remove that person from providing services under this Agreement.
- C. Background Checks
SUBRECIPIENT shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Participants, 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.

25. LOBBYING

- A. SUBRECIPIENT certifies no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the underlying federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. SUBRECIPIENT shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this Agreement and that all SUBRECIPIENT's subcontractors shall certify and disclose accordingly.

26. 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.

27. SUBCONTRACTS

- A. No contract shall be made by the SUBRECIPIENT with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY and HCD determining the subcontractor's eligibility. A subcontractor is not eligible to furnish any of the work or services under this Agreement, and is not eligible to receive grant funds, if the subcontractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.
- B. SUBRECIPIENT shall not propose to 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; or

- (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.
 - C. SUBRECIPIENT shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
 - D. SUBRECIPIENT shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.
 - E. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of SUBRECIPIENT and COUNTY.
28. 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.
29. 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.
30. 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.
31. GOVERNING LAW
 This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
32. 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.

33. ADMINISTRATIVE/CONTRACT LIAISON

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

34. 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 shall 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. Participant Complaints

SUBRECIPIENT shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from 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 Housing, Homelessness Prevention and Workforce Solutions
 3403 10TH Street, Suite 300
 Riverside, CA 92501

C. Services, Benefits and Facilities

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

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

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

D. Cultural Competency

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

35. NOTICES

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

COUNTY:

Housing, Homelessness Prevention and Workforce Solutions
3403 10th Street, Suite. 300
Riverside, CA 92501

SUBRECIPIENT:

Catholic Charities San Bernardino & Riverside Counties
1450 North D Street
San Bernardino, CA, 92405

36. 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.

37. MODIFICATION OF TERMS

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

38. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

Authorized Signature for Catholic Charities San Bernardino & Riverside Counties:	Authorized Signature for COUNTY:
Printed Name of Person Signing: Ken Sawa	Printed Name of Person Signing: Heidi Marshall
Title: CEO, Executive Vice President	Title: Director
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL

BY: Lisa Sanchez Hoyle DATE

LISA SANCHEZ

DATE



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 \$176,909.00. Said funds shall be spent according to the Budget shown below.

BUDGET CATEGORY	Total
Housing Relocation & Stabilization	\$176,909.00

- b. SUBRECIPIENT shall be reimbursed for eligible costs only. SUBRECIPIENT shall submit claims for reimbursement of eligible costs on a monthly basis no later than thirty (30) days after the end of each month in which the costs were incurred. Each claiming period shall consist of a calendar month.
- c. With each claim for reimbursement of eligible costs, SUBRECIPIENT shall submit:
 - 1. Forms 2076A and 2076B, examples of which are attached hereto as Attachment II and incorporated herein by this reference;
 - 2. ESG Time/Activity Report, an example of which is attached hereto as Attachment IV and incorporated herein by this reference; and
 - 3. The required supporting documentation set forth in Attachment III, ESG Supporting Documentation Instructions, attached hereto and incorporated herein by this reference. If the required supporting documentation is not provided, COUNTY may delay payment until the documentation is received by COUNTY. COUNTY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement.
- e. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days. COUNTY is the pass-thru agency for these funds. Once a claim is reviewed and approved, COUNTY shall submit a Request for Funds to the State. When the requested funds are received from the State, COUNTY shall remit payment to the SUBRECIPIENT. In total, this process can take 4-6 weeks.
- f. All ESG Program funds shall be expended by the termination date of this Agreement, or by the deadline to expend Program funds as set forth in Standard Agreement No. 19-ESG-13126 between HCD and the County of Riverside, whichever comes first.

A.2 CASH/IN-KIND MATCH

SUBRECIPIENT must match all ESG Program funding on a dollar for dollar basis (24 CFR 576.201; 25 CCR 8410). 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. HHPWS will verify utilization of the match through a monthly desk review and on-site monitoring visits. In the event that SUBRECIPIENT does not meet the requirements of this section, COUNTY reserves the right to suspend or terminate this Agreement.

A.3 WITHHELD PAYMENTS

Payments to SUBRECIPIENT may be withheld by COUNTY if SUBRECIPIENT fails to comply with any provision of this Agreement.

A.4 DISALLOWANCE

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

If it is determined that a SUBRECIPIENT falsified any certification, RFP information, financial, or contract report, SUBRECIPIENT shall be required to reimburse the full amount of the ESG Program 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).

A.5 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

B.1 GENERAL REQUIREMENTS

SUBRECIPIENT shall adhere to all applicable provisions outlined in Standard Agreement No. 19-ESG-13126, and SUBRECIPIENT shall cooperate with COUNTY in fulfilling its obligations under Standard Agreement No. 19-ESG-13126. In addition, SUBRECIPIENT shall:

- a. Be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services

support, and legal support. SUBRECIPIENT shall also provide Participant linkages to other sources of support. SUBRECIPIENT shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.

- b. Be responsible for meeting the requirements included in RFP DPARC-557A (Attachment V), the Application (Attachment VI), and Standard Agreement No. 19-ESG-13126 between HCD and COUNTY. DPARC-557A, the Application, and Standard Agreement No. 19-ESG-13126 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 No. 19-ESG-13126 between HCD and COUNTY, (2) Application, (3) this Agreement, and (4) DPARC-557A.
- c. Ensure that all ESG Program participants comply with the regulations applicable to the ESG 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 event 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, SUBRECIPIENT shall comply with such requirements, as amended.
- d. Participate in and accept its Participant referrals for the ESG Program from the CoC CES. The CES is a part of the Riverside County CoC's cohesive and integrated housing crisis response system with existing programs, bringing them together into a "no-wrong-door" system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals. CES participation is a federal and state requirement under HEARTH Act 2009, 24 CFR parts 91 and 576; 24 CFR 576.400(d); and 25 CCR Section 8409.
- e. Agree to participate in the HMIS.
 1. Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, and entering required Participant 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 Participant intake capture all required data fields, as set forth in the County of Riverside CoC HMIS Policies and Procedures Manual, which is located on the DPSS website:
<http://dpss.co.riverside.ca.us/files/pdf/hmis/policies/2017/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf>.
 4. SUBRECIPIENT shall maintain a valid HMIS End User Agreement on file with COUNTY, which is located on the DPSS website:
<http://dpss.co.riverside.ca.us/files/pdf/hmis/policies/2017/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf>.

B.2 REPORTING

1. SUBRECIPIENT shall submit reports, as requested by COUNTY in order for COUNTY to comply with its reporting requirements set forth in Standard Agreement No. 19-ESG-13126.

B.3 GENERAL SERVICES AND STANDARD INTAKE
SUBRECIPIENT shall:

- a. Provide Homeless Prevention Services for all eligible clients to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness (veterans as the priority population). Homeless prevention must be provided in accordance with the Housing Relocation and Stabilization Services requirements in §576.105, the short-term rental assistance requirements in §576.106, and the written standards and procedures established under §576.400. Eligible clients are as follows:
 1. Individuals and individuals with families that qualify for services under 24 CFR §576.2 paragraph (1).
 2. The income of the individuals or household is at or below 30% of the Area Median Income.
 3. The individual or household lacks the financial resources and support networks needed to obtain immediate housing or remain its existing housing.
 4. No appropriate subsequent housing options have been identified at the point of service application.
- b. Provide program staff to perform general homeless prevention services that include Housing Relocation and Stabilization Services and Short-Term Rental Assistance/Eviction Prevention, in a manner consistent with the terms of this Agreement.
- c. Schedule clients for initial intake assessments - Client can call or walk-in to schedule an intake appointment and to be interviewed by a case worker. All applicants must complete an intake process that includes a screening interview, collection of information concerning the client and/or family and proof of their crisis. Once the intake process is completed, a determination will be made as to whether the client is eligible for program services.
- d. Obtain supporting documentation to determine program eligibility and identify clients for care coordination services. The standard intake process will begin once the following documentation is verified:
 1. Proof of being a Riverside County resident
 2. Picture Identification with photo for adults over 18 years
 3. Proof of all minors in households
 4. Verification of income from previous four weeks
 5. Verification of emergency rental agreement with signatures of all parties; or
 6. Three-day notice and/or documentation that proves the emergency or financial hardship of not able to pay rent.
- e. Determine whether housing relocation and/or stabilization services are needed. Case worker will document goals for retaining housing stability and document proof of request for emergency services.
- f. Complete and create client file - Case worker will gather documentation from the client and create a file, which includes but is not limited to:
 1. Completed intake form
 2. Confidentiality/release of information form,
 3. Picture identification card,
 4. Verification of income; or

5. Proof of emergency crisis (loss of income, eviction notices, past due utility bills, medical letters to support disability).
6. Rental agreement and/or eviction notices
- g. Complete full evaluation of client's household budget (income versus expenses).

B.4 HOUSING RELOCATION AND STABILIZATION

- a. Utilize funds to support staff who work with clients that are eligible to receive homeless prevention assistance and to provide those clients with the necessary assessment. Services will focus on assisting clients with locating and moving into alternative permanent housing.
- b. Serve a minimum of 86 households with housing relocation and stabilization services. Eligible persons for this activity include:
 1. Individuals or households that are at risk of homelessness
 2. Individuals or households that are in imminent risk of homelessness; or
 3. Individuals or households that have become homeless and require housing relocation and/or stabilization services to alleviate their current homeless state.
- c. Services under this activity:
 1. Housing Search and Placement
Activities for Housing Search and Placement include, but are not limited to: Assessment of housing barriers, needs and preferences for relocation to permanent housing; development of an action plan for locating housing; housing search and outreach to negotiate with a landlord; assistance with submitting rental applications and understanding leases; assessment of housing for compliance with ESG requirements for habitability, lead based paint, rent reasonableness; assistance with obtaining utilities coordinating moving arrangements; and tenant counseling. Case worker shall develop a financial assistance plan that will provide the minimum assistance necessary to resolve the housing crisis.
 2. Housing Relocation and Stabilization
Housing Relocation is defined as assistance to help the client or household relocate into alternative permanent housing. Stabilization services is defined as direct rental and utility payments for eviction prevention (up to three months). Services are limited to one-time assistance per service type, per household during the grant term. Relocation funds shall be paid directly to the prospective landlord.

B.5 SHORT-TERM RENTAL ASSISTANCE/EVICTION PREVENTION

- a. Serve a minimum of 36 households with short-term rental assistance not to exceed three months of assistance per household during the grant term. Services shall focus on assisting clients with retaining their current rental housing to avoid an eviction and resolving their housing crisis. Eligible persons for this project will include:
 1. Individuals or households that are in imminent risk of homelessness due to a landlord eviction as evidenced by a legal notice, such as a Three Day Pay or Quit Notice, or an Unlawful Detainer.
- b. Rental assistance includes:
 1. Short-term rental assistance (up to three months)
 2. Payment of rental arrears (one-time payment, up to three months),
 3. Any combination of one and two as allowed by the Interim Rule for ESG.

- c. Services under this activity include:
 - 1. Mediation
Mediation between the client and the landlord to prevent the client from losing the permanent housing in which they reside.
 - 2. Housing Stability Case Management
Activities for Housing Stability Case Management include, but are not limited to: assessing, arranging, coordinating and monitoring the delivery of individualized services to facilitate housing stability; utilizing the CES to conduct the initial evaluation; Tenant Counseling; developing and securing Federal, State and local benefits; monitoring and evaluating the client's progress; providing information and referrals to mainstream benefits and community resources; developing an Individual Housing Service Plan to ensure housing stability and linkage to community resources.
- d. Conduct Ongoing Case Management
Case workers will review and determine client eligibility based on documentation regarding the applicant's hardship to determine cause. Case workers will work with each household to create a reasonable budget that illustrates client's financial situation and determine the adjustments that will be made to ensure housing stability without becoming homeless. Case work will ensure that client is able to demonstrate the ability to meet the prospective rental obligations after assistance is available to them.
- e. Conduct Eviction Prevention
Funds will be used to provide short-term rental assistance to assist clients with maintaining their current housing or securing alternate housing without becoming homeless. Eviction prevention payments will be made directly to the landlord.

ATTACHMENT I
Assurance of Compliance

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

Catholic Charities San Bernardino & Riverside Counties
NAME OF ORGANIZATION

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

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

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

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

Date

Director's Signature

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

CR50-Vendor Assurance of Compliance

COUNTY OF RIVERSIDE

SUBRECIPIENT PAYMENT REQUEST

To: Riverside County
Attn: Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

From: Catholic Charities San Bernardino & Riverside Counties
Remit to Name

Address _____

Sub recipient Name _____

Sub recipient Number _____

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

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

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

Unit of Service Payment \$ _____

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

_____ # of Units) X (\$) _____

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

_____ # of Units) X (\$) _____

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

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

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

Authorized Signature Title Date

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

Business Unit (5) _____

Purchase Order # (10) _____

Invoice # _____

Account (6) _____

Amount Authorized _____

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

Fund (5) _____

Dept ID (10) _____

Program (5) _____

Program (if applicable) _____ Date _____

Class (10) _____

Management Reporting Unit _____ Date _____

Project/Grant (15) _____

Contracts Administration Unit _____ Date _____

Vendor Code (10) _____

General Accounting Section _____ Date _____

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

HHPWS 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 HHPWS USE ONLY AND SHOULD BE LEFT BLANK.

SUPPORTING DOCUMENTATION

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

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

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

CLAIM DOCUMENTATION REQUIRED BY THE COUNTY

HOMELESS PREVENTION

- 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, Homeless Prevention, HMIS & Admin.)

- ESG Program Individual Staff Breakdown form
- Time Sheet
- Time and Activity Report
- Pay Stub or Payroll Report

EXPENSES (Street Outreach, Rapid Rehousing, Emergency Shelter, Homeless Prevention, 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
ESG Time/Activity Report

HUD EMERGENCY SOLUTION GRANT TIME/ACTIVITY REPORT
AGENCY NAME - EMPLOYEE NAME

DATES: (dates for pay period)

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

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

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

Employee Signature Date

Supervisor Signature Date

County of Riverside Housing, Homelessness Prevention and Workforce Solutions
3403 10TH St. Ste. 300
Riverside, CA 92501

and

Coachella Valley Rescue Mission
2018 Federal Emergency Solutions Grants Program
Subrecipient Agreement for Rapid Rehousing Services

HHPWSCOC-0000002

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

JUL 14 2020 3.20

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This Agreement is made and entered into this ____ day of _____, 20, by and between Coachella Valley Rescue Mission, a California nonprofit corporation (herein referred to as "SUBRECIPIENT"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing, Homelessness Prevention and Workforce Solutions (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS

- A. "Application" refers to the approved application and its submissions prepared by COUNTY, which is the basis on which HCD approved the grant.
- B. "CES" refers to the Coordinated Entry System in the County of Riverside.
- C. "CoC" refers to the Riverside County Continuum of Care.
- D. "COUNTY" and/or "HHPWS" refers to the County of Riverside and its Housing, Homelessness Prevention and Workforce Solutions Department, which has administrative responsibility for this Agreement. HHPWS and COUNTY are used interchangeably in this Agreement.
- E. "ESG Program" refers to the Emergency Solutions Grants Program.
- F. "HCD" refers to the State of California Department of Housing and Community Development.
- G. "HMIS" refers to the Riverside County Homeless Management Information System.
- H. "Homeless" refers to homeless as defined in 24 CFR 576.2.
- I. "Participant(s)" refers to an individual(s) or family(ies) who is assisted under the ESG Program.
- J. "Permanent Housing" refers to permanent housing and permanent supportive housing as defined in 24 CFR 578.3.
- K. "Project" refers to Rapid Rehousing and/or Homeless Prevention Services for facilitating the movement of Homeless individuals through the Continuum of Care into independent Permanent Housing.
- L. "RAPID RE-HOUSING" (RRH) is a model of housing assistance that is designed to assist the homeless, with or without disabilities, move as quickly as possible into permanent housing and achieve stability in that housing. Rapid re-housing assistance is time-limited, individualized, flexible, and is designed to complement and enhance homeless system performance and the performance of other homeless projects. For more information about rapid re-housing see:

<https://www.onecpd.info/news/snaps-weekly-focus-rapid-re-housing/> and
<http://www.endhomelessness.org/pages/prevention-and-rapid-re-housing>
- M. "RENTAL ASSISTANCE" refers to provision of rental assistance to provide homeless prevention, transitional or permanent housing to eligible persons.
- N. "RFP" refers to a Riverside County Request for Proposal.

O. "SUBRECIPIENT or CVRM" refer to the Coachella Valley Rescue Mission including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and CVRM are used interchangeably in this Agreement.

2. DESCRIPTION OF SERVICES

SUBRECIPIENT shall provide all services as outlined and specified in Schedule B, Scope of Services, Attachment I – Assurance of Compliance, Attachment II – Forms 2076A, 2076B & Instructions, Attachment III – ESG Supporting Documentation Instructions, Attachment IV – ESG Time/Activity Report, Attachment V – RFP DPARC – 557A, Attachment VI – Application, and Attachment VII – Standard Agreement No. 18-ESG-12338, all of which are attached hereto and incorporated herein as referenced.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective **July 1, 2020** ("Effective Date") and continues in effect through **February 12, 2021**, 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 SUBRECIPIENT'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 fifteen (15) 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 funding from which payment can be made. This Agreement is valid and enforceable only if sufficient funds are made available to COUNTY by HCD. There shall be no legal liability for payment on the part of COUNTY unless funds are made available for such payment by 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 thirty (30) days written notice served on SUBRECIPIENT stating the extent and effective date of termination.

B. COUNTY may, upon five (5) 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. 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. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. Any waiver by COUNTY of any breach of any provision of the terms and conditions herein shall not be deemed, for any purpose, to be a waiver of any subsequent or other breach of the same or any other term of this Agreement. Failure of COUNTY to require exact, full and complete compliance with any term of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.

8. 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.

9. 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.

10. 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 SUBRECIPIENT 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. Any work that is determined based on such inspections not to conform to the applicable requirements shall be corrected by SUBRECIPIENT and COUNTY shall withhold payments to the SUBRECIPIENT until it is corrected.
 - B. SUBRECIPIENT shall maintain auditable books, records, documents, and other evidence relating to costs and expenses for this Agreement in accordance with Generally Accepted Accounting Standards. SUBRECIPIENT shall maintain these records for at least three (3) years after HCD closes its HUD grant; until pending COUNTY, state, and federal audits are completed; or any other period specified in 24 CFR 576.500(y), whichever is later.
 - C. Any authorized COUNTY, state or 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. In addition, these representatives shall be allowed to interview employees who might reasonably have information related to such records.
 - 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.
 - F. SUBRECIPIENT shall comply with the audit requirements contained in 2 CFR 200.
11. CONFIDENTIALITY
- A. SUBRECIPIENT shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.
 - B. SUBRECIPIENT shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. SUBRECIPIENT shall protect from unauthorized disclosure names and other identifying information concerning person receiving services pursuant to this Agreement. SUBRECIPIENT shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. SUBRECIPIENT

shall not use such information for any purpose other than carrying out SUBRECIPIENT's obligations under this Agreement. SUBRECIPIENT shall comply with Welfare and Institutions Code Section (WIC) 10850.

- C. SUBRECIPIENT shall take special precautions, including but not limited to, sufficient training of SUBRECIPIENT's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
 - D. SUBRECIPIENT shall promptly transmit to 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.
12. **HOLD HARMLESS/INDEMNIFICATION**
SUBRECIPIENT shall 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 it 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.
13. **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 retentions 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.
14. **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.

15. 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.

16. COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SUBRECIPIENT's performance of its obligations hereunder. Policy shall name the 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.

17. 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.

18. PROFESSIONAL LIABILITY

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

19. USE BY POLITICAL ENTITIES

The SUBRECIPIENT agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County and under certain circumstances entities located in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the SUBRECIPIENT; and COUNTY shall in no way be responsible to SUBRECIPIENT for other entities' purchases.

20. LICENSES AND PERMITS

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

21. NO DEBARMENT OR SUSPENSION

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

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

22. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements, and directives which impose duties and regulations upon COUNTY as though made with SUBRECIPIENT directly that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, federal, state, and local housing and building codes, and all other matters applicable and/or related to the ESG Program, the COUNTY, the SUBRECIPIENT, the SUBRECIPIENT's subcontractors, and the Project, including but not limited to the provisions of 42 USC 11371 – 42 USC 11378, 24 CFR Part 576, 2 CFR Part 200, and 25 CCR Section 8400 et seq. as shall be amended from time to time. In addition, SUBRECIPIENT shall comply with all applicable provisions of Standard Agreement No. 18-ESG-12338 including as set forth in Schedule B, Section B.1, and any applicable COUNTY policies and procedures, 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. 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>

c. County of Riverside Continuum of Care Homeless Management Information System (HMIS) Charter:

<http://dpss.co.riverside.ca.us/files/pdf/hmis/policies/2017/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf>

In the event that there is a conflict between the various laws or regulations that may apply, the SUBRECIPIENT shall comply with the more restrictive law or regulation.

23. 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.

24. 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 Participants. The list shall include:
 - (1) All staff who work full or part-time positions by title, including volunteer positions;
 - (2) A brief description of the functions of each position and hours each position worked; and
 - (3) The professional degree, if applicable and experience required for each position.
- B. 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 Participants. COUNTY shall notify SUBRECIPIENT in writing of any person not approved, but to protect Participant confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, SUBRECIPIENT shall immediately remove that person from providing services under this Agreement.
- C. Background Checks
SUBRECIPIENT shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Participants, 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.

25. LOBBYING

- A. SUBRECIPIENT certifies no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the underlying federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. SUBRECIPIENT shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this Agreement and that all SUBRECIPIENT's subcontractors shall certify and disclose accordingly.

26. 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.

27. SUBCONTRACTS

- A. No contract shall be made by the SUBRECIPIENT with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY and HCD. A subcontractor is not eligible to furnish any of the work or services under this Agreement, and is not eligible to receive grant funds, if the subcontractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.
- B. SUBRECIPIENT shall not propose to 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; or
- (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.

- C. SUBRECIPIENT shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
- D. SUBRECIPIENT shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.
- E. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of SUBRECIPIENT and COUNTY.

28. 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.

29. 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.

30. 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.

31. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

32. 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.

33. ADMINISTRATIVE/CONTRACT LIAISON

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

34. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

SUBRECIPIENT shall complete the "Assurance of Compliance with Riverside County Housing, Homelessness Prevention and Workforce Solutions Non-Discrimination in State and Federally Assisted Programs," attached as Attachment I. SUBRECIPIENT shall 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. Participant Complaints

SUBRECIPIENT shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from 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 Housing, Homelessness Prevention and Workforce Solutions
 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 Participants and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services. For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the Participant in both languages.

35. NOTICES

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

COUNTY:

Housing, Homelessness Prevention and Workforce Solutions
3403 10th St. Ste. 300
Riverside, CA 92501

SUBRECIPIENT:

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

36. 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.



37. MODIFICATION OF TERMS

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

38. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

Authorized Signature for Coachella Valley Rescue Mission: 	Authorized Signature for COUNTY: 
Printed Name of Person Signing: Darla Burkett	Printed Name of Person Signing: Heidi Marshall
Title: Executive Director	Title: Director
Date Signed: 7-29-2020	Date Signed: 8-4-2020

FORM APPROVED COUNTY COUNSEL

BY:  7/09/2020
LISA SANCHEZ DATE

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 \$116,806.00. Said funds shall be spent according to the Budget shown below.

BUDGET CATEGORY	Total
[Rapid Rehousing] Rental Assistance	\$80,460.00
Staffing (Salaries/Benefits)	\$36,346.00
TOTAL	\$116,806.00

- b. SUBRECIPIENT shall be reimbursed for eligible costs only. SUBRECIPIENT shall submit claims for reimbursement of eligible costs on a monthly basis no later than thirty (30) days after the end of each month in which the costs were incurred. Each claiming period shall consist of a calendar month.
- c. With each claim for reimbursement of eligible costs, SUBRECIPIENT shall submit:
1. Forms 2076A and 2076B, examples of which are attached hereto as Attachment II and incorporated herein by this reference;
 2. ESG Time/Activity Report, an example of which is attached hereto as Attachment IV and incorporated herein by this reference; and
 3. The required supporting documentation set forth in Attachment III, ESG Supporting Documentation Instructions, attached hereto and incorporated herein by this reference. If the required supporting documentation is not provided, COUNTY may delay payment until the documentation is received by COUNTY. COUNTY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement.
- e. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days. COUNTY is the pass-thru agency for these funds. Once a claim is reviewed and approved, COUNTY shall submit a Request for Funds to the State. When the requested funds are received from the State, COUNTY shall remit payment to the SUBRECIPIENT. In total, this process can take 4-6 weeks.
- f. All ESG Program funds shall be expended by **February 12, 2021**.

A.2 A.2 CASH/IN-KIND MATCH

SUBRECIPIENT must match all ESG Program funding on a dollar for dollar basis (24 CFR 576.201; 25 CCR 8410). 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. The COUNTY will verify utilization of the match through a monthly desk review and on-site monitoring visits. In the event that SUBRECIPIENT does not

meet the requirements of this section, COUNTY reserves the right to suspend or terminate this Agreement.

A.3 WITHHELD PAYMENTS

Payments to SUBRECIPIENT may be withheld by COUNTY if SUBRECIPIENT fails to comply with any provision of this Agreement.

A.4 DISALLOWANCE

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

If it is determined that a SUBRECIPIENT falsified any certification, RFP information, financial, or contract report, SUBRECIPIENT shall be required to reimburse the full amount of the ESG Program 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).

A.5 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.

B.1 GENERAL REQUIREMENTS

SUBRECIPIENT shall adhere to all applicable provisions outlined in Standard Agreement No. 18-ESG-12338, including but not limited to Exhibit D, Section 6, and SUBRECIPIENT shall cooperate with COUNTY in fulfilling its obligations under Standard Agreement No. 18-ESG-12338 (Attachment VII). In addition, SUBRECIPIENT shall:

- a. Be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. SUBRECIPIENT shall also provide Participant linkages to other sources of support. SUBRECIPIENT shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- b. Be responsible for meeting the requirements included in RFP DPARC-557A (Attachment V), the Application (Attachment VI), and Standard Agreement No. 18-ESG-12338 between HCD and COUNTY (Attachment VII). DPARC-557A, the Application, and Standard Agreement No. 18-ESG-12338 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 No. 18-ESG-12338 between HCD and COUNTY, (2) Application, (3) this Agreement, and (4) DPARC-557A.
- c. Ensure that all ESG Program participants comply with the regulations applicable to the ESG 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 event 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, SUBRECIPIENT shall comply with such requirements, as amended.
- d. Participate in and accept its Participant referrals for the ESG Program from the CoC CES. The CES is a part of the Riverside County CoC's cohesive and integrated housing crisis response system with existing programs, bringing them together into a "no-wrong-door" system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals. CES participation is a federal and state requirement under HEARTH Act 2009, 24 CFR parts 91 and 576; 24 CFR 576.400(d); and 25 CCR Section 8409.
- e. Agree to participate in the HMIS.
 1. HMIS security policies and procedures, and entering required Participant 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 Participant intake capture all required data fields, as set forth in the County of Riverside CoC HMIS Policies and

Procedures Manual, which is located on the DPSS website:

<http://dpss.co.riverside.ca.us/files/pdf/hmis/policies/2017/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf>.

4. SUBRECIPIENT shall maintain a valid HMIS End User Agreement on file with COUNTY, which is located on the DPSS website:

<http://dpss.co.riverside.ca.us/files/pdf/hmis/policies/2017/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf>.

B.2 REPORTING

1. SUBRECIPIENT shall submit reports, as requested by COUNTY in order for COUNTY to comply with its reporting requirements set forth in Standard Agreement No. 18-ESG-12338.

B.3 RAPID REHOUSING SERVICES SUBRECIPIENT shall:

- a. Provide Rapid Rehousing Services to a minimum of 28 households and provide 56 beds to assist individuals and families (veterans as the priority population) to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. This project must adhere to the Housing First Model to establish short-term (up to 3 months) or medium-term (up to 6 months) rental assistance for zones 1, 2, 3 and 4 (countywide). Rapid Rehousing activities must meet all HUD requirements specified in 24 CFR 576.104.
- b. Ensure that services are available for individuals and/or families that are eligible to receive Rapid Rehousing Services as defined under the following HUD Categories:
 1. Category 1 – Literally homeless
 2. Category 4 – Fleeing/Attempting to flee DV
- c. Provide Housing Relocation and Stabilization Services and financial assistance. The total period for which any program participants may receive supportive services after rental assistance stops shall not exceed 12 months during any three-year period. Services include:
 1. Rental application fees
 2. Security deposits (not to exceed 2 months)
 3. Standard utility deposits
 4. Last month's rent,
 5. Housing search and placement activities
 6. Housing stability
 7. Tenant-based rental assistance
- d. Conduct Intake and Assessment
During mobile outreach and shelter intake, VI-SPDAT assessments shall be conducted to help identify the best type of support and housing intervention for individuals. This data is to be entered into HMIS and HomeLink to ensure that other agencies and organizations may utilize the CES to expedite referrals and to correctly match clients to the most appropriate category of housing.
- e. Provide Wrap Around Case Management Services
Housing Stability Case Management will provide individuals and families with case management services to ensure they transition to self-sufficiency. This includes arrangement, monitoring, and delivery of services related to the housing needs and stability of clients. The Case Manager will meet with each client three times per month for the first three months, then at a minimum of once per month for a total of 12 months. The Case

Manager will develop an Individualized Service Plan based on the information learned during the intake assessment to ensure housing placement. Stability Case Management shall be provided no longer than once per month for a maximum of six months. Case Management shall begin on day one and continue through aftercare/follow-up services to ensure that employment and strengths are sustained long-term. Case Manager shall reevaluate clients, at a minimum of once annually, to:

1. Ensure that client has sufficient resources and support networks in place to retain housing.
 2. Determine the appropriate type and level of assistance that the client needs to retain housing.
- f. Access to Supportive Services:

All clients will have access to an array of supportive services, which includes but is not limited to:

1. Temporary housing/emergency shelter
2. 2-1-1 hotline for social services
3. Social Security benefits
4. Cal-Works and other income security programs
5. Cal-Fresh (formerly known as Food Stamps) assistance
6. Low Income Energy Assistance Programs
7. Affordable housing information
8. Employment assistance and job training programs
9. Health care and mental health services
10. Services for victims of domestic violence
11. Veteran Services
12. Legal services and credit counseling
13. High School Diploma completion or GED test preparation

B.4 PERFORMANCE INDICATORS SUBRECIPIENT shall:

- a. Comply with the Housing First Policy.
- b. Comply to the applicable written standards of the County of Riverside CoC Written Standards;
- c. Participate in the HMIS per the ESG and CoC Interim Rule (24 CFR Part 576 and Part 578);
- d. 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 to agree to all updates that are set forth by the HMIS Administrators Council;
- e. Continue to be a "Member In Good Standing" in the Riverside County CoC Charter;
- f. Utilize the comprehensive, universal assessment tool VI-SPDAT, to make an informed, reasonable, and objective assessment of each individual and/or family;
- g. Provide regular follow-up case management for an additional six months, immediately following the end date of the period of performance of this agreement, to clients who are provided financial Rapid Rehousing rental assistance.
- h. Serve on the CES Advisory Committee and Navigation Council;
- i. 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);
- j. Participate in monitoring and site visits. The three basic goals for oversight and monitoring of the progress and performance of the ESG sub-recipient include:

1. Ensure that ESG funds are used effectively to assist homeless individuals/families and that the basic ESG program goals are met;
 2. Ensure compliance with ESG regulations and program requirements in the usage of funds and in carrying out program activities; and
 3. Enhance and develop the management capacity of grantees or recipients.
- k. Comply with the matching funds requirement:
1. Ensure 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 HCD Department;
 2. 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;
 3. Matching contributions must be provided after the date that HCD signs the grant agreement.
- l. Complete the following annual performance goals:
1. Rapid Rehousing Performance Benchmarks for project quality, as stated on the CoC Written Standards;
 2. Expenditure of 20% of Contracted Amount/Achievement of 20% program goal by end of the first quarter;
 3. Expenditure of 50% of Contracted Amount/Achievement of 50% program goal by end of the second quarter;
 4. Expenditure of 80% of Contracted Amount/Achievement of 80% program goal by end of the third quarter; and
 5. Expenditure of 100% of Contracted Amount/Achievement of 100% program goal by end of the fourth quarter.

ATTACHMENT I
Assurance of Compliance

**ASSURANCE OF COMPLIANCE WITH
THE RIVERSIDE COUNTY HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Coachella Valley Rescue Mission
NAME OF ORGANIZATION

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

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

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

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

7-29-2020
Date


Director's Signature

47470 Van Buren, Indio
Address of Vendor/Recipient
(08/13/01) 92202

CR50-Vendor Assurance of Compliance

COUNTY OF RIVERSIDE

SUBRECIPIENT PAYMENT REQUEST

To: Riverside County
Housing, Homelessness Prevention
and Workforce Solutions
3403 10th St. Ste 300
Riverside, CA 92501

From: Coachella Valley Rescue Mission
Remit to Name

Address

Sub recipient Name

Sub recipient Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

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

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

Actual Payment \$ _____
(Same amount as 2076B if needed)
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____

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

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

Authorized Signature Title Date

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

Business Unit (5)	Purchase Order # (10)	Invoice #
Account (6)	Amount Authorized	
Fund (5)	If amount authorized is different from amount request, please explain:	
Dept ID (10)	_____	_____
Program (5)	Program (if applicable)	Date
Class (10)	Management Reporting Unit	Date
Project/Grant (15)	Contracts Administration Unit	Date
Vendor Code (10)	General Accounting Section	Date

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

HHPWS 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 HHPWS USE ONLY AND SHOULD BE LEFT BLANK.

ATTACHMENT III
 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**. The COUNTY must be able to tie your request to the amounts claimed after each line item on the Claim Form. Costs can only be reimbursed if they have been included in the original Technical Submission/Application.

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

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

CLAIM DOCUMENTATION REQUIRED BY THE COUNTY

RAPID REHOUSING / EMERGENCY SHELTER

- Lease agreement - Must be submitted at time of client entry into the program and each time a lease expires or changes.)
- Invoice or documentation of rent amount and due date
- Proof of payment (receipt and cancelled check or check stub)

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

- ESG Program Individual Staff Breakdown form
- Time Sheet
- Time and Activity Report
- Pay Stub or Payroll Report

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

- Invoice or receipt that is dated and has a detailed explanation of charges.
- Proof of payment (cancelled check or check stub)

County of Riverside Housing, Homelessness Prevention and Workforce Solutions
3403 10TH St. Ste. 300
Riverside, CA 92501

and

Catholic Charities San Bernardino & Riverside Counties
2018 Federal Emergency Solutions Grants Program -
Subrecipient Agreement for Homeless Prevention Services

HHPWSCoC-0000001

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

JUL 14 2020 3.20

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Attachment VII – Standard Agreement No. 18-ESG-12338

This Agreement is made and entered into this ____ day of _____, 2020 by and between Catholic Charities San Bernardino & Riverside Counties, 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 Housing, Homelessness Prevention and Workforce Solutions (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS

- A. "Application" refers to the approved application and its submissions prepared by COUNTY, which is the basis on which HCD approved the grant.
- B. "CES" refers to the Coordinated Entry System in the County of Riverside.
- C. "CoC" refers to the Riverside County Continuum of Care.
- D. "COUNTY" and/or "HHPWS" refers to the County of Riverside and its Housing, Homelessness Prevention and Workforce Solutions Department, which has administrative responsibility for this Agreement. HHPWS and COUNTY are used interchangeably in this Agreement.
- E. "ESG Program" refers to the Emergency Solutions Grants Program.
- F. "HCD" refers to the State of California Department of Housing and Community Development.
- G. "HMIS" refers to the Riverside County Homeless Management Information System.
- H. "Homeless" refers to homeless as defined in 24 CFR 576.2.
- I. "Homeless Prevention" refers to assistance that includes housing relocation and stabilization services and/or short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the Homeless definition in 24 CFR 576.2.
- J. "Participant(s)" refers to an individual(s) or family(ies) who is assisted under the ESG Program.
- K. "Permanent Housing" refers to permanent housing and permanent supportive housing as defined in 24 CFR 578.3.
- L. "Project" refers to rapid rehousing and/or Homeless Prevention services for facilitating the movement of Homeless individuals through the Continuum of Care into independent Permanent Housing.
- M. "RFP" refers to a Riverside County Request for Proposal.
- N. "SUBRECIPIENT" refers to Catholic Charities San Bernardino & Riverside Counties, including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and Catholic Charities San Bernardino & Riverside Counties are used interchangeably in this Agreement.

2. DESCRIPTION OF SERVICES

SUBRECIPIENT shall provide all services as outlined and specified in Schedule B, Scope of Services, Attachment I – Assurance of Compliance, Attachment II –HHPWS2076A, HHPWS2076B & Instructions, Attachment III – HHPWS ESG Supporting Documentation

Instructions, Attachment IV – HHPWS ESG Time/Activity Report, Attachment V – RFP DPARC-557A, Attachment VI – Application, and Attachment VII – Standard Agreement No. 18-ESG-12338, all of which are attached hereto and incorporated herein as referenced.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective **December 5, 2019** ("Effective Date") and continues in effect through **February 12, 2021**, 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 products. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of SUBRECIPIENT'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 fifteen (15) 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 funding from which payment can be made. This Agreement is valid and enforceable only if sufficient funds are made available to COUNTY by HCD. There shall be no legal liability for payment on the part of COUNTY unless funds are made available for such payment by 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 thirty (30) days written notice served on SUBRECIPIENT stating the extent and effective date of termination.

B. COUNTY may, upon five (5) 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. 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. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. Any waiver by COUNTY of any breach of any provision of the terms and conditions herein shall not be deemed, for any purpose, to be a waiver of any subsequent or other breach of the same or any other term of this Agreement. Failure of COUNTY to require exact, full and complete compliance with any term of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.

8. 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.

9. 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.

10. 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 SUBRECIPIENT 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. Any work that is determined based on such inspections not to conform to the applicable requirements shall be corrected by SUBRECIPIENT and COUNTY shall withhold payments to the SUBRECIPIENT until it is corrected.

- B. SUBRECIPIENT shall maintain auditable books, records, documents, and other evidence relating to costs and expenses for this Agreement in accordance with Generally Accepted Accounting Standards. SUBRECIPIENT shall maintain these records for at least three (3) years after HCD closes its HUD grant; until pending COUNTY, state, and federal audits are completed; or any other period specified in 24 CFR 576.500(y), whichever is later.
- C. Any authorized COUNTY, state or 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. In addition, these representatives shall be allowed to interview employees who might reasonably have information related to such records.
- 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.
- F. SUBRECIPIENT shall comply with the audit requirements contained in 2 CFR 200.

11. CONFIDENTIALITY

- A. SUBRECIPIENT shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.
- B. SUBRECIPIENT shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. SUBRECIPIENT shall protect from unauthorized disclosure names and other identifying information concerning person receiving services pursuant to this Agreement. SUBRECIPIENT shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. SUBRECIPIENT shall not use such information for any purpose other than carrying out SUBRECIPIENT's obligations under this Agreement. SUBRECIPIENT shall comply with Welfare and Institutions Code Section (WIC) 10850.
- C. SUBRECIPIENT shall take special precautions, including but not limited to, sufficient training of SUBRECIPIENT's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- D. SUBRECIPIENT shall promptly transmit to 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.

12. HOLD HARMLESS/INDEMNIFICATION

SUBRECIPIENT shall 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 it 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.

13. 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 retentions 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.

14. 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.

15. 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.

16. COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SUBRECIPIENT's performance of its obligations hereunder. Policy shall name the 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.

17. 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.

18. PROFESSIONAL LIABILITY

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

19. USE BY POLITICAL ENTITIES

The SUBRECIPIENT agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County and under certain circumstances entities located in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the SUBRECIPIENT; and COUNTY shall in no way be responsible to SUBRECIPIENT for other entities' purchases.

20. LICENSES AND PERMITS

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

21. NO DEBARMENT OR SUSPENSION

- A. SUBRECIPIENT is not eligible to receive grant funds if SUBRECIPIENT is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.
- B. SUBRECIPIENT certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for the commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated herein; and has not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

22. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements, and directives which impose duties and regulations upon COUNTY as though made with SUBRECIPIENT directly that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, federal, state, and local housing and building codes, and all other matters applicable and/or related to the ESG Program, the COUNTY, the SUBRECIPIENT, the SUBRECIPIENT's subcontractors, and the Project, including but not limited to the provisions of 42 USC 11371 – 42 USC 11378, 24 CFR Part 576, 2 CFR Part 200, and 25 CCR Section 8400 et seq. as shall be amended from time to time. In addition, SUBRECIPIENT shall comply with all applicable provisions of Standard Agreement No. 18-ESG-12338 including as set forth in Schedule B, Section B.1, and any applicable COUNTY policies and procedures, 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. 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>
- c. County of Riverside Continuum of Care Homeless Management Information System (HMIS) Charter:
<http://dpss.co.riverside.ca.us/files/pdf/hmis/policies/2017/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf>

In the event that there is a conflict between the various laws or regulations that may apply, the SUBRECIPIENT shall comply with the more restrictive law or regulation.

23. 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, SUBRECIPIENT shall comply 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.

24. 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 Participants. The list shall include:
 - (1) All staff who work full or part-time positions by title, including volunteer positions;
 - (2) A brief description of the functions of each position and hours each position worked; and
 - (3) The professional degree, if applicable and experience required for each position.
- B. 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 Participants. COUNTY shall notify SUBRECIPIENT in writing of any person not approved, but to protect Participant confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, SUBRECIPIENT shall immediately remove that person from providing services under this Agreement.
- C. Background Checks
SUBRECIPIENT shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Participants, 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.

25. LOBBYING

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

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the underlying federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. SUBRECIPIENT shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this Agreement and that all SUBRECIPIENT's subcontractors shall certify and disclose accordingly.
26. **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.
27. **SUBCONTRACTS**
- A. No contract shall be made by the SUBRECIPIENT with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY and HCD. A subcontractor is not eligible to furnish any of the work or services under this Agreement, and is not eligible to receive grant funds, if the subcontractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.
- B. SUBRECIPIENT shall not propose to 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; or
 - (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.
- C. SUBRECIPIENT shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.

- D. SUBRECIPIENT shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.
 - E. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of SUBRECIPIENT and COUNTY.
28. 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.
29. 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.
30. 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.
31. GOVERNING LAW
This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
32. 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.
33. ADMINISTRATIVE/CONTRACT LIAISON
Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.

34. 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 shall 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. Participant Complaints

SUBRECIPIENT shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from 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 Housing, Homelessness Prevention and Workforce Solutions
3403 10TH Street, Suite 300
Riverside, CA 92501

C. Services, Benefits and Facilities

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

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

D. Cultural Competency

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

35. NOTICES

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

COUNTY:

Housing, Homelessness Prevention and Workforce Solutions
3403 10th St. Ste. 300
Riverside, CA 92501

SUBRECIPIENT:

Catholic Charities San Bernardino & Riverside Counties
1450 North D Street
San Bernardino, CA, 92405

36. 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.




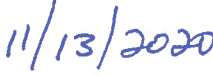
37. MODIFICATION OF TERMS

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

38. ENTIRE AGREEMENT

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



IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

Authorized Signature for Catholic Charities San Bernardino & Riverside Counties: 	Authorized Signature for COUNTY: 
Printed Name of Person Signing: Ken Sawa	Printed Name of Person Signing: Heidi Marshall
Title: CEO, Executive Vice President	Title: Director
Date Signed: 	Date Signed: 

38. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

Authorized Signature for Coachella Valley Rescue Mission: 	Authorized Signature for COUNTY: 
Printed Name of Person Signing: Darla Burkett	Printed Name of Person Signing: Heidi Marshall
Title: Executive Director	Title: Director
Date Signed: 7-29-2020	Date Signed: 8-4-2020

FORM APPROVED COUNTY COUNSEL

BY:  7/09/2020
LISA SANCHEZ DATE

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 \$175,210.00. Said funds shall be spent according to the Budget shown below.

BUDGET CATEGORY	Total
Short Term Rental Assistance	\$115,210.00
Staffing (Salaries/Benefits)	\$50,000.00
1. 1.0 FTE for Housing Relocation & Stabilization Case Manager	
2. 1.0 FTE for Short-Term Rental Assistance/ Eviction Prevention Case Manager	
Housing Relocation & Stabilization	\$10,000.00
TOTAL	\$175,210.00

- b. SUBRECIPIENT shall be reimbursed for eligible costs only. SUBRECIPIENT shall submit claims for reimbursement of eligible costs on a monthly basis no later than thirty (30) days after the end of each month in which the costs were incurred. Each claiming period shall consist of a calendar month.
- c. With each claim for reimbursement of eligible costs, SUBRECIPIENT shall submit:
1. Forms 2076A and 2076B, examples of which are attached hereto as Attachment II and incorporated herein by this reference;
 2. ESG Time/Activity Report, an example of which is attached hereto as Attachment IV and incorporated herein by this reference; and
 3. The required supporting documentation set forth in Attachment III, ESG Supporting Documentation Instructions, attached hereto and incorporated herein by this reference. If the required supporting documentation is not provided, COUNTY may delay payment until the documentation is received by COUNTY. COUNTY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement.
- e. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days. COUNTY is the pass-thru agency for these funds. Once a claim is reviewed and approved, COUNTY shall submit a Request for Funds to the State. When the requested funds are received from the State, COUNTY shall remit payment to the SUBRECIPIENT. In total, this process can take 4-6 weeks.
- f. All ESG Program funds shall be expended by **February 12, 2021**.

A.2 CASH/IN-KIND MATCH

SUBRECIPIENT must match all ESG Program funding on a dollar for dollar basis (24 CFR 576.201; 25 CCR 8410). 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. HHPWS will verify utilization of the match through a monthly desk review and on-site monitoring visits. In the event that SUBRECIPIENT does not meet the requirements of this section, COUNTY reserves the right to suspend or terminate this Agreement.

A.3 WITHHELD PAYMENTS

Payments to SUBRECIPIENT may be withheld by COUNTY if SUBRECIPIENT fails to comply with any provision of this Agreement.

A.4 DISALLOWANCE

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

If it is determined that a SUBRECIPIENT falsified any certification, RFP information, financial, or contract report, SUBRECIPIENT shall be required to reimburse the full amount of the ESG Program 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).

A.5 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.

B.1 GENERAL REQUIREMENTS

SUBRECIPIENT shall adhere to all applicable provisions outlined in Standard Agreement No. 18-ESG-12338, including but not limited to Exhibit D, Section 6, and SUBRECIPIENT shall cooperate with COUNTY in fulfilling its obligations under Standard Agreement No. 18-ESG-12338 (Attachment VII). In addition, SUBRECIPIENT shall:

- a. Be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. SUBRECIPIENT shall also provide Participant linkages to other sources of support. SUBRECIPIENT shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- b. Be responsible for meeting the requirements included in RFP DPARC-557A (Attachment V), the Application (Attachment VI), and Standard Agreement No. 18-ESG-12338 between HCD and COUNTY (Attachment VII). DPARC-557A, the Application, and Standard Agreement No. 18-ESG-12338 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 No. 18-ESG-12338 between HCD and COUNTY, (2) Application, (3) this Agreement, and (4) DPARC-557A.
- c. Ensure that all ESG Program participants comply with the regulations applicable to the ESG 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 event 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, SUBRECIPIENT shall comply with such requirements, as amended.
- d. Participate in and accept its Participant referrals for the ESG Program from the CoC CES. The CES is a part of the Riverside County CoC's cohesive and integrated housing crisis response system with existing programs, bringing them together into a "no-wrong-door" system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals. CES participation is a federal and state requirement under HEARTH Act 2009, 24 CFR parts 91 and 576; 24 CFR 576.400(d); and 25 CCR Section 8409.
- e. Agree to participate in the HMIS.
 1. Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, and entering required Participant 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 Participant intake capture all required data fields, as set forth in the County of Riverside CoC HMIS Policies and Procedures Manual, which is located on the DPSS website:
<http://dpss.co.riverside.ca.us/files/pdf/hmis/policies/2017/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf>.
4. SUBRECIPIENT shall maintain a valid HMIS End User Agreement on file with COUNTY, which is located on the DPSS website:
<http://dpss.co.riverside.ca.us/files/pdf/hmis/policies/2017/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf>.

B.2 REPORTING

1. SUBRECIPIENT shall submit reports, as requested by COUNTY in order for COUNTY to comply with its reporting requirements set forth in Standard Agreement No. 18-ESG-12338.

**B.3 GENERAL SERVICES AND STANDARD INTAKE
SUBRECIPIENT shall:**

- a. Provide Homeless Prevention Services for all eligible clients to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness (veterans as the priority population). Homeless prevention must be provided in accordance with the Housing Relocation and Stabilization Services requirements in §576.105, the short-term rental assistance requirements in §576.106, and the written standards and procedures established under §576.400. Eligible clients are as follows:
 1. Individuals and individuals with families that qualify for services under 24 CFR §576.2 paragraph (1).
 2. The income of the individuals or household is at or below 30% of the Area Median Income.
 3. The individual or household lacks the financial resources and support networks needed to obtain immediate housing or remain its existing housing.
 4. No appropriate subsequent housing options have been identified at the point of service application.
- b. Provide program staff to perform general homeless prevention services that include Housing Relocation and Stabilization Services and Short-Term Rental Assistance/Eviction Prevention, in a manner consistent with the terms of this Agreement.
- c. Schedule clients for initial intake assessments - Client can call or walk-in to schedule an intake appointment and to be interviewed by a case worker. All applicants must complete an intake process that includes a screening interview, collection of information concerning the client and/or family and proof of their crisis. Once the intake process is completed, a determination will be made as to whether the client is eligible for program services.
- d. Obtain supporting documentation to determine program eligibility and identify clients for care coordination services. The standard intake process will begin once the following documentation is verified:
 1. Proof of being a Riverside County resident
 2. Picture Identification with photo for adults over 18 years
 3. Proof of all minors in households
 4. Verification of income from previous four weeks
 5. Verification of emergency rental agreement with signatures of all parties; or

6. Three-day notice and/or documentation that proves the emergency or financial hardship of not able to pay rent.
- e. Determine whether housing relocation and/or stabilization services are needed. Case worker will document goals for retaining housing stability and document proof of request for emergency services.
- f. Complete and create client file - Case worker will gather documentation from the client and create a file, which includes but is not limited to:
 1. Completed intake form
 2. Confidentiality/release of information form,
 3. Picture identification card,
 4. Verification of income; or
 5. Proof of emergency crisis (loss of income, eviction notices, past due utility bills, medical letters to support disability).
 6. Rental agreement and/or eviction notices
- g. Complete full evaluation of client's household budget (income versus expenses).

B.4 HOUSING RELOCATION AND STABILIZATION

- a. Utilize funds to support staff who work with clients that are eligible to receive homeless prevention assistance and to provide those clients with the necessary assessment. Services will focus on assisting clients with locating and moving into alternative permanent housing.
- b. Serve a minimum of 86 households with housing relocation and stabilization services. Eligible persons for this activity include:
 1. Individuals or households that are at risk of homelessness
 2. Individuals or households that are in imminent risk of homelessness; or
 3. Individuals or households that have become homeless and require housing relocation and/or stabilization services to alleviate their current homeless state.
- c. Services under this activity:
 1. Housing Search and Placement
Activities for Housing Search and Placement include, but are not limited to: Assessment of housing barriers, needs and preferences for relocation to permanent housing; development of an action plan for locating housing; housing search and outreach to negotiate with a landlord; assistance with submitting rental applications and understanding leases; assessment of housing for compliance with ESG requirements for habitability, lead based paint, rent reasonableness; assistance with obtaining utilities coordinating moving arrangements; and tenant counseling. Case worker shall develop a financial assistance plan that will provide the minimum assistance necessary to resolve the housing crisis.
 2. Housing Relocation and Stabilization
Housing Relocation is defined as assistance to help the client or household relocate into alternative permanent housing. Stabilization services is defined as direct rental and utility payments for eviction prevention (up to three months). Services are limited to one-time assistance per service type, per household during the grant term. Relocation funds shall be paid directly to the prospective landlord.

B.5 SHORT-TERM RENTAL ASSISTANCE/EVICTION PREVENTION

- a. Serve a minimum of 36 households with short-term rental assistance not to exceed three months of assistance per household during the grant term. Services shall focus on assisting clients with retaining their current rental housing to avoid an eviction and resolving their housing crisis. Eligible persons for this project will include:
 1. Individuals or households that are in imminent risk of homelessness due to a landlord eviction as evidenced by a legal notice, such as a Three Day Pay or Quit Notice, or an Unlawful Detainer.
- b. Rental assistance includes:
 1. Short-term rental assistance (up to three months)
 2. Payment of rental arrears (one-time payment, up to three months),
 3. Any combination of one and two as allowed by the Interim Rule for ESG.
- c. Services under this activity include:
 1. Mediation
Mediation between the client and the landlord to prevent the client from losing the permanent housing in which they reside.
 2. Housing Stability Case Management
Activities for Housing Stability Case Management include, but are not limited to: assessing, arranging, coordinating and monitoring the delivery of individualized services to facilitate housing stability; utilizing the CES to conduct the initial evaluation; Tenant Counseling; developing and securing Federal, State and local benefits; monitoring and evaluating the client's progress; providing information and referrals to mainstream benefits and community resources; developing an Individual Housing Service Plan to ensure housing stability and linkage to community resources.
- d. Conduct Ongoing Case Management
Case workers will review and determine client eligibility based on documentation regarding the applicant's hardship to determine cause. Case workers will work with each household to create a reasonable budget that illustrates client's financial situation and determine the adjustments that will be made to ensure housing stability without becoming homeless. Case work will ensure that client is able to demonstrate the ability to meet the prospective rental obligations after assistance is available to them.
- e. Conduct Eviction Prevention
Funds will be used to provide short-term rental assistance to assist clients with maintaining their current housing or securing alternate housing without becoming homeless. Eviction prevention payments will be made directly to the landlord.

ATTACHMENT I
Assurance of Compliance

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

Catholic Charities San Bernardino & Riverside Counties
NAME OF ORGANIZATION

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

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

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

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

Date

Director's Signature

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

CR50-Vendor Assurance of Compliance

COUNTY OF RIVERSIDE

SUBRECIPIENT PAYMENT REQUEST

To: Riverside County
Attn: Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

From: Catholic Charities San Bernardino & Riverside Counties
Remit to Name

Address _____

Sub recipient Name _____

Sub recipient Number _____

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

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

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

Unit of Service Payment \$ _____

_____ # of Units) X _____ (\$)

_____ # of Units) X (\$)

_____ # of Units) X _____ (\$)

_____ # of Units) X (\$)

_____ # of Units) X _____ (\$)

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

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

Authorized Signature Title Date

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

Business Unit (5) _____

Purchase Order # (10) _____

Invoice # _____

Account (6) _____

Amount Authorized _____

Fund (5) _____

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

Dept ID (10) _____

Program (5) _____

Program (if applicable) _____ Date _____

Class (10) _____

Management Reporting Unit _____ Date _____

Project/Grant (15) _____

Contracts Administration Unit _____ Date _____

Vendor Code (10) _____

General Accounting Section _____ Date _____

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

HHPWS 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 HHPWS USE ONLY AND SHOULD BE LEFT BLANK.

SUPPORTING DOCUMENTATION

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

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

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

CLAIM DOCUMENTATION REQUIRED BY THE COUNTY

HOMELESS PREVENTION

- 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, Homeless Prevention, HMIS & Admin.)

- ESG Program Individual Staff Breakdown form
- Time Sheet
- Time and Activity Report
- Pay Stub or Payroll Report

EXPENSES (Street Outreach, Rapid Rehousing, Emergency Shelter, Homeless Prevention, 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
ESG Time/Activity Report

HUD EMERGENCY SOLUTION GRANT TIME/ACTIVITY REPORT
AGENCY NAME - EMPLOYEE NAME

DATES: (dates for pay period)

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

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

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

Employee Signature Date

Supervisor Signature Date

County of Riverside Housing, Homelessness Prevention and Workforce Solutions
3403 10TH St. Ste. 300
Riverside, CA 92501

and

Coachella Valley Rescue Mission
2019 Federal Emergency Solutions Grants Program
Subrecipient Agreement for Rapid Rehousing Services

HHPWSCoC-0000005

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

JUL 14 2020

3.20

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This Agreement is made and entered into this ____ day of _____, 20, by and between Coachella Valley Rescue Mission, a California nonprofit corporation (herein referred to as “SUBRECIPIENT”), and the

County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing, Homelessness Prevention and Workforce Solutions (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS

- A. "Application" refers to the approved application and its submissions prepared by COUNTY, which is the basis on which HCD approved the grant.
- B. "CES" refers to the Coordinated Entry System in the County of Riverside.
- C. "CoC" refers to the Riverside County Continuum of Care.
- D. "COUNTY" and/or "HHPWS" refers to the County of Riverside and its Housing, Homelessness Prevention and Workforce Solutions Department, which has administrative responsibility for this Agreement. HHPWS and COUNTY are used interchangeably in this Agreement.
- E. "ESG Program" refers to the Emergency Solutions Grants Program.
- F. "HCD" refers to the State of California Department of Housing and Community Development.
- G. "HMIS" refers to the Riverside County Homeless Management Information System.
- H. "Homeless" refers to homeless as defined in 24 CFR 576.2.
- I. "Participant(s)" refers to an individual(s) or family(ies) who is assisted under the ESG Program.
- J. "Permanent Housing" refers to permanent housing and permanent supportive housing as defined in 24 CFR 578.3.
- K. "Project" refers to rapid rehousing and/or Homeless Prevention services for facilitating the movement of Homeless individuals through the Continuum of Care into independent Permanent Housing.
- L. "RAPID RE-HOUSING" (RRH) is a model of housing assistance that is designed to assist the homeless, with or without disabilities, move as quickly as possible into permanent housing and achieve stability in that housing. Rapid re-housing assistance is time-limited, individualized, flexible, and is designed to complement and enhance homeless system performance and the performance of other homeless projects. For more information about rapid re-housing see:

<https://www.onecpd.info/news/snaps-weekly-focus-rapid-re-housing/> and
<http://www.endhomelessness.org/pages/prevention-and-rapid-re-housing>
- M. "RENTAL ASSISTANCE" refers to provision of rental assistance to provide homeless prevention, transitional or permanent housing to eligible persons.
- N. "RFP" refers to a Riverside County Request for Proposal.
- O. "SUBRECIPIENT or CVRM" refer to the Coachella Valley Rescue Mission including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and CVRM are used interchangeably in this Agreement.

2. DESCRIPTION OF SERVICES

SUBRECIPIENT shall provide all services as outlined and specified in Schedule B, Scope of Services, Attachment I – Assurance of Compliance, Attachment II – Forms 2076A, 2076B & Instructions, Attachment III – ESG Supporting Documentation Instructions, Attachment IV – ESG Time/Activity Report, Attachment V – RFP DPARC – 557, Attachment VI – Application, all of which are attached hereto and incorporated herein as referenced, and, upon execution by the California Department of Housing and Community Development (HCD) and the County of Riverside, Standard Agreement No. 19-ESG-13126, which is incorporated herein as referenced as though fully attached.

3. PERIOD OF PERFORMANCE

This Agreement shall commence the effective date of the Standard Agreement No. 19-ESG-13126 between the HCD and the County of Riverside (“Effective Date”) and continue for a term period of one year, 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 SUBRECIPIENT’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 fifteen (15) 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 funding from which payment can be made. This Agreement is valid and enforceable only if sufficient funds are made available to COUNTY by HCD. There shall be no legal liability for payment on the part of COUNTY unless funds are made available for such payment by 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 thirty (30) days written notice served on SUBRECIPIENT stating the extent and effective date of termination.

B. COUNTY may, upon five (5) 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. 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. REQUEST FOR WAIVER AND WAIVER OF BREACH
Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. Any waiver by COUNTY of any breach of any provision of the terms and conditions herein shall not be deemed, for any purpose, to be a waiver of any subsequent or other breach of the same or any other term of this Agreement. Failure of COUNTY to require exact, full and complete compliance with any term of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.
8. 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.
9. 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.
10. 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 SUBRECIPIENT 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. Any work that is determined based on such inspections not to conform to the applicable requirements shall be corrected by SUBRECIPIENT and COUNTY shall withhold payments to the SUBRECIPIENT until it is corrected.

- B. SUBRECIPIENT shall maintain auditable books, records, documents, and other evidence relating to costs and expenses for this Agreement in accordance with Generally Accepted Accounting Standards. SUBRECIPIENT shall maintain these records for at least three (3) years after HCD closes its HUD grant; until pending COUNTY, state, and federal audits are completed; or any other period specified in 24 CFR 576.500(y), whichever is later.
- C. Any authorized COUNTY, state or 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. In addition, these representatives shall be allowed to interview employees who might reasonably have information related to such records.
- 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.
- F. SUBRECIPIENT shall comply with the audit requirements contained in 2 CFR 200.

11. CONFIDENTIALITY

- A. SUBRECIPIENT shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.
- B. SUBRECIPIENT shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. SUBRECIPIENT shall protect from unauthorized disclosure names and other identifying information concerning person receiving services pursuant to this Agreement. SUBRECIPIENT shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. SUBRECIPIENT shall not use such information for any purpose other than carrying out SUBRECIPIENT's obligations under this Agreement. SUBRECIPIENT shall comply with Welfare and Institutions Code Section (WIC) 10850.

- C. SUBRECIPIENT shall take special precautions, including but not limited to, sufficient training of SUBRECIPIENT's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- D. SUBRECIPIENT shall promptly transmit to 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.

12. HOLD HARMLESS/INDEMNIFICATION

SUBRECIPIENT shall 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 it 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.

13. 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 retentions 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.

14. 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.

15. 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.

16. COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SUBRECIPIENT's performance of its obligations hereunder. Policy shall name the 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.

17. 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.

18. PROFESSIONAL LIABILITY

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

19. USE BY POLITICAL ENTITIES

The SUBRECIPIENT agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County and under certain circumstances entities located in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the SUBRECIPIENT; and COUNTY shall in no way be responsible to SUBRECIPIENT for other entities' purchases.

20. LICENSES AND PERMITS

If applicable, SUBRECIPIENT shall be licensed and have all permits as required by Federal, State, COUNTY, or other regulatory authorities at the time the proposal is submitted to COUNTY

and throughout the term of this Agreement. SUBRECIPIENT warrants that it has all necessary permits, approvals, certificates, waivers, and exceptions necessary for performance of this Agreement.

21. NO DEBARMENT OR SUSPENSION

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

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

22. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements, and directives which impose duties and regulations upon COUNTY as though made with SUBRECIPIENT directly that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, federal, state, and local housing and building codes, and all other matters applicable and/or related to the ESG Program, the COUNTY, the SUBRECIPIENT, the SUBRECIPIENT's subcontractors, and the Project, including but not limited to the provisions of 42 USC 11371 – 42 USC 11378, 24 CFR Part 576, 2 CFR Part 200, and 25 CCR Section 8400 et seq. as shall be amended from time to time. In addition, SUBRECIPIENT shall comply with all applicable provisions of Standard Agreement No. 19-ESG-13126 including as set forth in Schedule B, Section B.1, and any applicable COUNTY policies and procedures, 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. 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>

c. County of Riverside Continuum of Care Homeless Management Information System (HMIS) Charter:

<http://dpss.co.riverside.ca.us/files/pdf/hmis/policies/2017/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf>

In the event that there is a conflict between the various laws or regulations that may apply, the SUBRECIPIENT shall comply with the more restrictive law or regulation.

23. 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.

24. 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 Participants. The list shall include:
 - (1) All staff who work full or part-time positions by title, including volunteer positions;
 - (2) A brief description of the functions of each position and hours each position worked; and
 - (3) The professional degree, if applicable and experience required for each position.
- B. 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 Participants. COUNTY shall notify SUBRECIPIENT in writing of any person not approved, but to protect Participant confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, SUBRECIPIENT shall immediately remove that person from providing services under this Agreement.
- C. Background Checks
SUBRECIPIENT shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Participants, 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.

25. LOBBYING

- A. SUBRECIPIENT certifies no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the underlying federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. SUBRECIPIENT shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this Agreement and that all SUBRECIPIENT's subcontractors shall certify and disclose accordingly.

26. 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.

27. SUBCONTRACTS

- A. No contract shall be made by the SUBRECIPIENT with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY and HCD. A subcontractor is not eligible to furnish any of the work or services under this Agreement, and is not eligible to receive grant funds, if the subcontractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.
- B. SUBRECIPIENT shall not propose to 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; or

(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.

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

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

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

28. 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.

29. 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.

30. 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.

31. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

32. 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.

33. ADMINISTRATIVE/CONTRACT LIAISON

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

34. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

SUBRECIPIENT shall complete the "Assurance of Compliance with Riverside County Housing, Homelessness Prevention and Workforce Solutions Non-Discrimination in State and Federally Assisted Programs," attached as Attachment I. SUBRECIPIENT shall 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. Participant Complaints

SUBRECIPIENT shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from 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 Housing, Homelessness Prevention and Workforce Solutions
 3403 10th Street, Suite 300
 Riverside CA. 92501

C. Services, Benefits and Facilities

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

accommodation that would be provided to another and includes, but is not limited to, the following:

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

D. Cultural Competency

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

35. NOTICES

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

COUNTY:

Housing, Homelessness Prevention and Workforce Solutions
3403 10th St. Ste. 300
Riverside, CA 92501

SUBRECIPIENT:

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

36. 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.

37. MODIFICATION OF TERMS

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

38. ENTIRE AGREEMENT

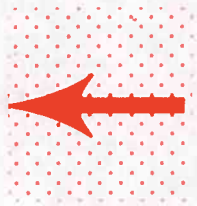
This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

Authorized Signature for Coachella Valley Rescue Mission:	Authorized Signature for COUNTY:
Printed Name of Person Signing: Darla Burkett	Printed Name of Person Signing: Heidi Marshall
Title: Executive Director	Title: Director
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL

BY: Lisa Sanchez 7/09/20
LISA SANCHEZ DATE



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 \$117,939.00. Said funds shall be spent according to the Budget shown below.

BUDGET CATEGORY	Total
Rapid Rehousing	\$117,939.00.

- b. SUBRECIPIENT shall be reimbursed for eligible costs only. SUBRECIPIENT shall submit claims for reimbursement of eligible costs on a monthly basis no later than thirty (30) days after the end of each month in which the costs were incurred. Each claiming period shall consist of a calendar month.
- c. With each claim for reimbursement of eligible costs, SUBRECIPIENT shall submit:
 - 1. Forms 2076A and 2076B, examples of which are attached hereto as Attachment II and incorporated herein by this reference;
 - 2. ESG Time/Activity Report, an example of which is attached hereto as Attachment IV and incorporated herein by this reference; and
 - 3. The required supporting documentation set forth in Attachment III, ESG Supporting Documentation Instructions, attached hereto and incorporated herein by this reference. If the required supporting documentation is not provided, COUNTY may delay payment until the documentation is received by COUNTY. COUNTY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement.
- e. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days. COUNTY is the pass-thru agency for these funds. Once a claim is reviewed and approved, COUNTY shall submit a Request for Funds to the State. When the requested funds are received from the State, COUNTY shall remit payment to the SUBRECIPIENT. In total, this process can take 4-6 weeks.
- f. All ESG Program funds shall be expended by the termination date of this Agreement, or by the deadline to expend Program funds as set forth in Standard Agreement No. 19-ESG-13126 between HCD and the County of Riverside, whichever comes first.

A.2 CASH/IN-KIND MATCH

SUBRECIPIENT must match all ESG Program funding on a dollar for dollar basis (24 CFR 576.201; 25 CCR 8410). 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. The COUNTY will verify utilization of the match through a monthly desk review and on-site monitoring visits. In the event that SUBRECIPIENT does not

meet the requirements of this section, COUNTY reserves the right to suspend or terminate this Agreement.

A.3 WITHHELD PAYMENTS

Payments to SUBRECIPIENT may be withheld by COUNTY if SUBRECIPIENT fails to comply with any provision of this Agreement.

A.4 DISALLOWANCE

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

If it is determined that a SUBRECIPIENT falsified any certification, RFP information, financial, or contract report, SUBRECIPIENT shall be required to reimburse the full amount of the ESG Program 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).

A.5 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

B.1 GENERAL REQUIREMENTS

SUBRECIPIENT shall adhere to all applicable provisions outlined in Standard Agreement No. 19-ESG-13126, and SUBRECIPIENT shall cooperate with COUNTY in fulfilling its obligations under Standard Agreement No. 19-ESG-13126. In addition, SUBRECIPIENT shall:

- a. Be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services

support, and legal support. SUBRECIPIENT shall also provide Participant linkages to other sources of support. SUBRECIPIENT shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.

- b. Be responsible for meeting the requirements included in RFP DPARC-557A (Attachment V), the Application (Attachment VI), and Standard Agreement No. 19-ESG-13126 between HCD and COUNTY. DPARC-557A, the Application, and Standard Agreement No. 19-ESG-13126 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 No. 19-ESG-13126 between HCD and COUNTY, (2) Application, (3) this Agreement, and (4) DPARC-557A.
- c. Ensure that all ESG Program participants comply with the regulations applicable to the ESG 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 event 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, SUBRECIPIENT shall comply with such requirements, as amended.
- d. Participate in and accept its Participant referrals for the ESG Program from the CoC CES. The CES is a part of the Riverside County CoC’s cohesive and integrated housing crisis response system with existing programs, bringing them together into a “no-wrong-door” system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals. CES participation is a federal and state requirement under HEARTH Act 2009, 24 CFR parts 91 and 576; 24 CFR 576.400(d); and 25 CCR Section 8409.
- e. Agree to participate in the HMIS.
 1. HMIS security policies and procedures, and entering required Participant 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 Participant intake capture all required data fields, as set forth in the County of Riverside CoC HMIS Policies and Procedures Manual, which is located on the DPSS website:
<http://dpss.co.riverside.ca.us/files/pdf/hmis/policies/2017/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf>.
 4. SUBRECIPIENT shall maintain a valid HMIS End User Agreement on file with COUNTY, which is located on the DPSS website:
<http://dpss.co.riverside.ca.us/files/pdf/hmis/policies/2017/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf>.

B.2 REPORTING

1. SUBRECIPIENT shall submit reports, as requested by COUNTY in order for COUNTY to comply with its reporting requirements set forth in Standard Agreement No. 19-ESG-13126.

B.3 RAPID REHOUSING SERVICES
SUBRECIPIENT shall:

- a. Provide Rapid Rehousing services to a minimum of 28 households and provide 56 beds to assist individuals and families (veterans as the priority population) to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. This project must adhere to the Housing First Model to establish short-term (up to 3 months) or medium-term (up to 6 months) rental assistance for zones 1, 2, 3 and 4 (countywide). Rapid Rehousing activities must meet all HUD requirements specified in 24 CFR 576.104.
- b. Ensure that services are available for individuals and/or families that are eligible to receive Rapid Rehousing Services as defined under the following HUD Categories:
 1. Category 1 – Literally homeless
 2. Category 4 – Fleeing/Attempting to flee DV
- c. Provide Housing Relocation and Stabilization Services and financial assistance. The total period for which any program participants may receive supportive services after rental assistance stops shall not exceed 12 months during any three-year period. Services include:
 1. Rental application fees
 2. Security deposits (not to exceed 2 months)
 3. Standard utility deposits
 4. Last month's rent,
 5. Housing search and placement activities
 6. Housing stability
 7. Tenant-based rental assistance
- d. Conduct Intake and Assessment
During mobile outreach and shelter intake, VI-SPDAT assessments shall be conducted to help identify the best type of support and housing intervention for individuals. This data is to be entered into HMIS and HomeLink to ensure that other agencies and organizations may utilize the CES to expedite referrals and to correctly match clients to the most appropriate category of housing.
- e. Provide Wrap Around Case Management Services
Housing Stability Case Management will provide individuals and families with case management services to ensure they transition to self-sufficiency. This includes arrangement, monitoring, and delivery of services related to the housing needs and stability of clients. The Case Manager will meet with each client three times per month for the first three months, then at a minimum of once per month for a total of 12 months. The Case Manager will develop an Individualized Service Plan based on the information learned during the intake assessment to ensure housing placement. Stability Case Management shall be provided no longer than once per month for a maximum of six months. Case Management shall begin on day one and continue through aftercare/follow-up services to ensure that employment and strengths are sustained long-term. Case Manager shall reevaluate clients, at a minimum of once annually, to:
 1. Ensure that client has sufficient resources and support networks in place to retain housing.
 2. Determine the appropriate type and level of assistance that the client needs to retain housing.

f. Access to Supportive Services:

All clients will have access to an array of supportive services, which includes but is not limited to:

1. Temporary housing/emergency shelter
2. 2-1-1 hotline for social services
3. Social Security benefits
4. Cal-Works and other income security programs
5. Cal-Fresh (formerly known as Food Stamps) assistance
6. Low Income Energy Assistance Programs
7. Affordable housing information
8. Employment assistance and job training programs
9. Health care and mental health services
10. Services for victims of domestic violence
11. Veteran Services
12. Legal services and credit counseling
13. High School Diploma completion or GED test preparation

B.4 PERFORMANCE INDICATORS
SUBRECIPIENT shall:

- a. Comply with the Housing First Policy.
- b. Comply to the applicable written standards of the County of Riverside CoC Written Standards;
- c. Participate in the HMIS per the ESG and CoC Interim Rule (24 CFR Part 576 and Part 578);
- d. 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 to agree to all updates that are set forth by the HMIS Administrators Council;
- e. Continue to be a "Member In Good Standing" in the Riverside County CoC Charter;
- f. Utilize the comprehensive, universal assessment tool VI-SPDAT, to make an informed, reasonable, and objective assessment of each individual and/or family;
- g. Provide regular follow-up case management for an additional six months, immediately following the end date of the period of performance of this agreement, to clients who are provided financial Rapid Rehousing rental assistance.
- h. Serve on the CES Advisory Committee and Navigation Council;
- i. 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);
- j. Participate in monitoring and site visits. The three basic goals for oversight and monitoring of the progress and performance of the ESG sub-recipient include:
 1. Ensure that ESG funds are used effectively to assist homeless individuals/families and that the basic ESG program goals are met;
 2. Ensure compliance with ESG regulations and program requirements in the usage of funds and in carrying out program activities; and
 3. Enhance and develop the management capacity of grantees or recipients.
- k. Comply with the matching funds requirement:

1. Ensure 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 HCD Department;
 2. 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;
 3. Matching contributions must be provided after the date that HCD signs the grant agreement.
- I. Complete the following annual performance goals:
1. Rapid Rehousing Performance Benchmarks for project quality, as stated on the CoC Written Standards;
 2. Expenditure of 20% of Contracted Amount/Achievement of 20% program goal by end of the first quarter;
 3. Expenditure of 50% of Contracted Amount/Achievement of 50% program goal by end of the second quarter;
 4. Expenditure of 80% of Contracted Amount/Achievement of 80% program goal by end of the third quarter; and
 5. Expenditure of 100% of Contracted Amount/Achievement of 100% program goal by end of the fourth quarter.

**ASSURANCE OF COMPLIANCE WITH
THE RIVERSIDE COUNTY HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Coachella Valley Rescue Mission
NAME OF ORGANIZATION

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

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

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

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

Date

Director's Signature

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

CR50-Vendor Assurance of Compliance

ATTACHMENT II
2076A, 2076B & INSTRUCTIONS

COUNTY OF RIVERSIDE

SUBRECIPIENT PAYMENT REQUEST

To: Riverside County
Housing, Homelessness Prevention
and Workforce Solutions
3403 10th St. Ste 300
Riverside, CA 92501

From: Coachella Valley Rescue Mission
Remit to Name

Address

Sub recipient Name

Sub recipient Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

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

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

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

Authorized Signature Title Date

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

Business Unit (5)	Purchase Order # (10)	Invoice #
Account (6)	Amount Authorized	
Fund (5)	If amount authorized is different from amount request, please explain:	
Dept ID (10)	_____	_____
Program (5)	Program (if applicable)	Date
Class (10)	Management Reporting Unit	Date
Project/Grant (15)	Contracts Administration Unit	Date
Vendor Code (10)	General Accounting Section	Date

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

HHPWS 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 HHPWS USE ONLY AND SHOULD BE LEFT BLANK.

SUPPORTING DOCUMENTATION

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

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

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

CLAIM DOCUMENTATION REQUIRED BY THE COUNTY

RAPID REHOUSING / EMERGENCY SHELTER

- Lease agreement - Must be submitted at time of client entry into the program and each time a lease expires or changes.)
- Invoice or documentation of rent amount and due date
- Proof of payment (receipt and cancelled check or check stub)

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

- ESG Program Individual Staff Breakdown form
- Time Sheet
- Time and Activity Report
- Pay Stub or Payroll Report

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

- Invoice or receipt that is dated and has a detailed explanation of charges.
- Proof of payment (cancelled check or check stub)

REQUEST FOR PROPOSAL # DPARC-557A
2018 California Emergency Solutions Grant Homeless Assistance Program
TERMS AND CONDITIONS DOCUMENT



By:
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@rivco.org

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

This RFP is available at the following link:
<http://dpss.co.riverside.ca.us/homeless-programs/housing-and-urban-development>

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

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INSTRUCTIONS TO BIDDERS

1. **Vendor Registration** – Vendor Registration is a two-step process vendor registration; first step is to register your company on the County’s website to receive purchase orders and payments, and the second step is a 3rd party website, Public Purchase, for bidding opportunities
2. **First Step- County of Riverside Purchasing website** - Unless stated elsewhere in this document, vendors may participate in the bidding process; however, the County does encourage all bidders to register online at <http://www.purchasing.co.riverside.ca.us/Vendorsregistrationmaintenance.aspx>. If awarded a contract, bidder must be registered with the County of Riverside within five days of announced award. This will avoid delays in the purchasing and payment process.
3. **Second Step-Public Purchase** - Public Purchase is a third party web based e-Procurement service provider utilized by the County of Riverside for RFQ’s and RFP’s. It will take only minutes to register and it is free. For future bidding, opportunities please also register online at: <https://www.publicpurchase.com/gems/register/vendor/register>. For all RFQ’s Riverside County’s Purchasing website will post a notification on its website, and will provide a direct link to PublicPurchase.com.
4. **Period of Firm Pricing** - Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after the closing date, and prior to an award being made. If the County elects to do negotiations that require additional time, the County may request bidder’s prices be firm for an additional period of time to complete negotiations and award the contract.
5. **Method of Award** - The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
6. **Return of Bid/Closing Date/Return to** - The bid response shall be delivered to Department of Public Social Services (DPSS)- Homeless Programs Unit by 1:30 p.m. P.T. on the closing date listed above. Bid responses not received by DPSS by the closing date and time indicated above will not be accepted as part of the evaluation process. The closing date and time and the R.F.P. number referenced above shall appear on the outside of the sealed bid submission. A duly executed copy of the signature page of this bid document must accompany Bidder(s) response. The County will not be responsible for and will not accept late bids due to delayed mail delivery or courier services unless the bidder can provide written proof from the mail carrier that the mail carrier was at fault.
7. **Disabled Veteran Business Enterprise Preference** - The County of Riverside has implemented a Disabled Veteran Owned Business preference policy. A three percent (3%) preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from certified disabled veterans owned businesses. If the bid is submitted by a non-Disabled Veteran owned business, but lists subSubrecipients that are identified and qualified as Disabled Owned Business, the total bid price will be adjusted by 3% of the value of that subSubrecipient’s portion of the bid.

8. **Federal Exclusion List**- if federally or State funded, the potential bidder must go to the following website (<https://www.sam.gov/portal/public/SAM>) and submit a printout with their proposal that verifies that the Subrecipient is not listed on the Excluded Parties Listing System (EPLS) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). If awarded a contract, awarded vendor must notify the County immediately if debarred at any time during the contract period.

9. **Addendum(s)** - if the County issues an addendum for this procurement, it will be the vendor's responsibility to retrieve all applicable addendum(s) from the DPSS website.

1.0 TIMELINES/IMPORTANT DATES

TIMELINE	DATES
<p>1.1 ORIGINAL RELEASE OF REQUEST FOR PROPOSAL</p>	<p>Thursday, May 24, 2018</p>
<p>1.2 DEADLINE FOR SUBMISSION OF QUESTIONS Bidders must submit their questions online at rconcepc@rivco.org</p> <p>All questions submitted will be posted at: http://dpss.co.riverside.ca.us/homeless-programs/housing-and-urban-development</p>	<p>Must be received in writing by: (Tuesday, June 26, 2018, 1:30 p.m.)</p> <p>Responses to questions will be posted no later than (Tuesday, July 3, 2018) at: http://dpss.co.riverside.ca.us/homeless-programs/housing-and-urban-development</p>
<p>1.3 DEADLINE FOR PROPOSALS</p> <p>ALL PROPOSALS MUST BE DELIVERED TO: County of Riverside DPSS 4060 County Circle Drive Riverside, CA 92503 RFP # DPARC-557-2018 State ESG Homeless</p>	<p>Closing Date: 07/06/2018 @ 1:30 p.m.</p> <p>On or before Friday, July 6, 2018 Time: 1:30 pm Pacific Time</p>
<p>1.4 TENTATIVE DATE FOR AWARDED RFP Depending on when the Department of Housing and Community Development (HCD) will release the notice of award.</p>	<p>The Bidders are responsible for checking the Continuum of Care website for notice of intent to award at: http://dpss.co.riverside.ca.us/homeless-programs/housing-and-urban-development</p>

1.5 **Inquiries:** All inquiries must be submitted to the Administrative Services Officer in writing on or before the last day for questions. Please refer to “[Section 1.0 Timeline/Important Dates](#)” for the contact information and particular date. Inquiries must reference the section number and title from the RFP

2.0 PERIOD OF PERFORMANCE

To align the State and Federal spending requirements for the ESG funds, it is anticipated that the term of the contract(s) shall be for one year unless terminated earlier as provided in Section V, Standard Terms and Conditions. The actual term of the contract will be based upon Riverside County’s receipt of its award letter from HCD.

3.0 DEFINITIONS

- 3.1 “Addendum” refers to an amendment or modification to the RFP (Request for Proposals).
- 3.2 “Administrative Entity” refers to DPSS approved by the State of California Department of Housing and Community Development.
- 3.3 “Bid” refers to the proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period of time.
- 3.4 “Bidder” refers to an individual, firm, partnership or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative.
- 3.5 “Board of Supervisors” refers to the County of Riverside’s Board of Supervisors.
- 3.6 “Chronically Homeless” refers to -
- (1) A “homeless individual with a disability,” as defined in the Act, who:
- Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
- Has been homeless (as described above) continuously for at least 12 months or on at least 4 separate occasions in the last 3 years where the combined occasions must total at least 12 months.
- Occasions separated by a break of at least seven nights
 - Stays in institution of fewer than 90 days does not constitute a break
- (2) An individual who has been residing in an institutional care facility for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
- (3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraphs (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.
- 3.7 “County of Riverside Continuum of Care” or “Continuum of Care” or “CoC” refers to the network of private and public sector homeless service providers, designed to promote community-wide planning and the strategic use of resources addressing homelessness. Any deviations contained herein from HUD’s definition shall be superseded by HUD’s definition.
- 3.8 “Continuum of Care Allocation” are the funds designated to CoC Service Areas whose jurisdictions currently receive HUD ESG Entitlement funds and meet capacity and funding thresholds. The Administrative Entity will administer contracts for the State ESG funds.
- 3.9 “County” refers the County of Riverside and its Department of Public Social Services. For purposes of this RFP, County of Riverside and County are used interchangeably.
- 3.10 “HCD” refers to State of California Department of Housing and Community Development.

- 3.11 "HIPAA" refers to the Health Insurance Portability Accountability Act.
- 3.12 "Housing First Model" is a model of housing assistance that is offered without preconditions (such as sobriety or a minimum income threshold) or service participation requirements, and rapid placement and stabilization in permanent housing are primary goals. Research shows that it is effective for the chronically homeless with mental health and substance abuse disorders, resulting in fewer inpatient stays and less expensive interventions than other approaches. PSH projects should use a Housing First approach in the design of the program." For more information about Housing First please see the following:

http://usich.gov/resources/uploads/asset_library/Housing_First_Checklist_FINAL.pdf.

<https://www.onecpd.info/news/snaps-weekly-focus-adopting-a-housing-first-approach/>

http://www.endhomelessness.org/pages/housing_first

http://usich.gov/usich_resources/solutions/explore/permanent_supportive_housing

Any deviations contained herein from HUD's definition shall be superseded by HUD's definition.

- 3.13 "HUD" means the U.S. Department of Housing and Urban Development.
- 3.14 "Non-entitlement" area is defined at 42 U.S.C.5302 and means an area that does not receive ESG funding from HUD as an Entitlement Area or a participant in an Urban County Agreement.
- 3.15 "Rapid Rehousing" (RRH) is a model of housing assistance that is designed to assist the homeless, with or without disabilities, move as quickly as possible into permanent housing and achieve stability in that housing. Rapid re-housing assistance is time-limited, individualized, and flexible, and is designed to complement and enhance homeless system performance and the performance of other homeless projects. While it can be used for any homeless person, preliminary evidence indicates that it can be particularly effective for households with children." For more information about rapid re-housing see:

<https://www.onecpd.info/news/snaps-weekly-focus-rapid-re-housing/> and

<http://www.endhomelessness.org/pages/prevention-and-rapid-re-housing>

- 3.16 "Homelessness Prevention" (HP) is assistance that includes housing relocation and stabilization services and/or short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the homeless definition in 24 CFR 576.
- 3.17 "RFP" refers to Request for Proposal.
- 3.18 "Subrecipient" refers to any employee, agent, or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFP, Subrecipient, Vendor, and Bidder are used interchangeably.
- 3.19 "MQs" shall mean minimum qualifications.

4.0 EVALUATION PROCESS

- 4.1 Proposals will be evaluated based on criteria determined to be appropriate by the County, which may include, but not necessarily limited to the following:
- a) Responses to Attachment "A" DPARC-557 Bidder Proposal Response;
 - b) Bidder's experience and ability;
 - c) Technical capability and project methodology;
 - d) Cost effectiveness;
 - e) The Continuum of Care Grant Review Committee will review and rank applications locally. Any member of the CoC who is making an application or is affiliated with an organization that is making an application will not participate in the ranking process or otherwise influence those that are ranking the applications. Applications will be reviewed in the following areas:
 - i. Eligibility of proposed activity.
 - ii. Applicant eligibility.
 - iii. Applicant spending history on current homeless assistance grants, if applicable.
 - iv. Eligibility of population to be served.
 - v. Capacity of the project sponsor to perform as proposed, including progress data related to any current or prior CoC project.
 - vi. Letters of commitment for matching funds.
 - vii. Leveraging of other resources.
 - viii. Participation within the Continuum of Care.
 - ix. The project must fill an identified gap/priority in the Continuum of Care system and be consistent with the goals and objectives of the system.
 - x. Utilization and collaboration with other community agencies for provision of services.
 - xi. Agreement to participate in the local HMIS.

Applicants will be notified of the CoC review results via email upon approval of the CoC Board of Governance within 30 days of the review date.

4.2 REVIEW

All proposals will be given thorough review. All contacts during the bidding process and review selection phase must contact the Homeless Programs Unit, please refer to "[Section 1.0 Timeline/Important Dates](#)" for contact information. Attempts by the Subrecipient to contact any other County representative may result in disqualification of the Subrecipient.

4.3 MATERIAL CONFIDENTIALITY

All evaluation material will be considered confidential and not released by the County. The County reserves the right to split or make the award that is most advantageous to the County.

5.0 GENERAL PROPOSAL SUBMITTAL

- 5.1 All proposals must be submitted in accordance with the standards and specifications contained within this RFP and must contain a cover page Tab B with a certification of intent to meet the requirements specified.
- 5.2 The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the proposal.
- 5.3 The County shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the procurement process.
- 5.4 Modification of Proposals, any bidder who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal in order to make the modifications. All modifications must be made in ink, properly initialed by bidder's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the bidder to ensure that modified proposals are resubmitted before the RFP submittal deadline.
- 5.5 Bidders may withdraw their proposals at any time prior to the due date and time by submitting notification of withdrawal signed by the bidder's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.
- 5.6 **Late and/or incomplete proposals will not be accepted. Postmarks will not be accepted in lieu of this requirement. Proposals submitted to any other County office will be rejected.**
- 5.7 All proposals shall be signed by an authorized agent.
- 5.8 Applicants shall submit one (1) original and one copy (Microsoft Word or PDF document on a virus free thumb drive), clearly marked, "Bidder Proposal. RFP # DPARC-557 2018 California ESG Homeless Program"
- 5.9 Proposals must be typed uniformly on letter size (8 ½" x 11") sheets of white paper, single sided or double sided, each section clearly titled, with index dividers labeled Tabs A – I, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be signed and included in the proposal.
- 5.10 The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. A letter format in sufficient detail to allow thorough evaluation and analysis is required.
- 5.11 All work papers prepared in connection with the contractual services will remain the property of the successful bidder; however, all reports rendered to the County are the exclusive property of the County and subject to its use and control.

6.0 CONFIDENTIALITY AND PROPRIETARY DATA

Subsequent to the County's evaluation and proposals, which requires bid submission in response to the solicitation process, become the exclusive property of the County. Upon submission of a bidder's proposal, the submission and any pertaining documents is subject to the State of California Public Records Act. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Qualification marked "trade secret", "confidential", or "proprietary", the Vendor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Where applicable, Federal regulations may take precedence over this language. If a Subrecipient's proposal is accepted and an agreement is made with the County, then the Subrecipient will be required to sign the most current HIPAA Business Associate Addendum (If applicable). If the County revises the HIPAA Associate Addendum, the Subrecipient shall sign a new agreement as it becomes available and adhere to the new requirements.

7.0 INTERPRETATION OF RFP

The Subrecipient must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any Subrecipient planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFP will be made only by written addendum and may be posted at County of Riverside DPSS website at <http://dpss.co.riverside.ca.us/homeless-programs/housing-and-urban-development>

The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8.0 CONTRACTUAL DEVELOPMENT

If a proposal is accepted, the County will enter into a contractual agreement with the selected Subrecipient. A sample of the standard County contract to be used for this project is attached as **Exhibit A**. If an agreement cannot be reached, negotiations with the second ranking Subrecipient shall commence.

9.0 HIPAA BUSINESS ASSOCIATE ADDENDUM

The bidder shall review the HIPAA Business Associate Agreement, attached hereto as Attachment I located in the sample Agreement Exhibit A, to warrant that, under the Health Insurance Portability and Accountability ACT (HIPAA), 42 U.S.C. 1320d et seq. and 162, and 164 (“Privacy Rule and Security rule”), the bidder will comply with the Security Rule as a Business Associate, if under an agreement arising from this RFP, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of Title 45 of the Code of Federal Regulations.

10.0 CANCELLATION OR MODIFICATION OF PROCUREMENT PROCESS

County may cancel the procurement process at any time. All proposals become the property of the County. All information submitted in the proposal becomes “public record” as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the proposal, it must be clearly identified by the Subrecipient; otherwise, the Subrecipient agrees that all documents provided may be released to the public after contract award.

The procurement process may be canceled after opening, but prior to award if the County determines that cancellation is in the best interest of the County for reasons (but not limited to) such as:

- ✓ Inadequate, ambiguous, or otherwise deficient specifications.
- ✓ The services are no longer required.
- ✓ Proposals received are at an unreasonable cost.
- ✓ Proposal did not arrive in open competition, were collusive, or not submitted in good faith.
- ✓ The County determines, after analysis of the proposals that its needs can be satisfied through a less expensive method.

The County reserves the right to amend or modify the project Scope of Services prior to the award of contract, as necessity may dictate, and to reject any proposals hereunder. This Request for Proposal does not commit the County to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. The County reserves the right to accept or reject any or all proposals received because of this request, to negotiate with any qualified source or to cancel in part or in its entirety this Request of Proposal if it is in the best interest of the County.

11.0 COUNTY OBSERVED HOLIDAYS

HOLIDAY	DAY OBSERVED
* New Year's Day	January 2
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	February 13
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 12
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

*** Note:**

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2, when they fall on Friday.
- Friday preceding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.

Exhibit A – Sample Agreement

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

and

Sample Agreement
State Emergency Solutions Grant Program
HO-XXXXX
ESG PROGRAM COMPONENT:



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- Schedule A – “Payment Provisions”
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List of Attachments

- Attachment I – Assurance of Compliance
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- Attachment III – DPSS ESG Supporting Documentation Instructions
- Attachment IV – DPSS HUD Continuum of Care Time/Activity Report
- Attachment V – RFP DPARC-XXX
- Attachment VI – Project Application

This Agreement is made and entered into this ____ day of _____, 201__, by and between XXXX (herein referred to as "CONTRACTOR"), 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 CONTRACTOR, 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 "Contractor" refer to the XXXX including its employees, agents, representatives, subcontractors and suppliers.

2. DESCRIPTION OF SERVICES

CONTRACTOR 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 MMDDYY and continue through MMDDYY, unless terminated earlier. CONTRACTOR shall commence performance upon the effective date and shall diligently and continuously perform thereafter.

4. COMPENSATION

COUNTY shall pay CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR, 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 beyond the current fiscal year 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 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 CONTRACTOR in writing and this Agreement shall be deemed terminated and be of no further force or effect. COUNTY shall make all payments to CONTRACTOR that were properly earned prior to the unavailability of funding.

6. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon giving ninety (90) calendar days written notice served on CONTRACTOR stating the extent and effective date of termination.
- B. COUNTY may, upon five (5) calendar days, written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR 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 to with the work in any manner deemed proper by COUNTY.
- C. After receipt of the notice of termination, CONTRACTOR 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 CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
- E. CONTRACTOR'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 CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability, for any reason whatsoever, to perform the terms of this Agreement. In such an event CONTRACTOR shall not be entitled to any further compensation under this Agreement.
- F. CONTRACTOR may terminate this Agreement with cause upon written notice served upon DPSS stating the extent and effective date of termination. CONTRACTOR will provide ninety (90) days written notification stating the extent and effective date of termination. The ninety-day period begins when notice is deposited in the U.S. Mail, postage paid.
- G. In the event the funding is reduced, suspended, terminated, or otherwise becomes unavailable, COUNTY shall provide written notice to CONTRACTOR within five (5) working days from the date that grant funding is reduced, suspended, or terminated. This Agreement shall be either immediately terminated or amended to reflect said reduction in funds. COUNTY shall make payments for all services performed up to the effective date of the termination.
- H. 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 CONTRACTOR'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 CONTRACTOR of the default that establishes a date by which corrective actions must be completed and puts CONTRACTOR on notice that more serious actions will be taken if the default is not corrected or is repeated;
2. Direct CONTRACTOR to submit progress schedules for completing the approved activities;
3. Direct CONTRACTOR to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
4. Direct CONTRACTOR 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 of acquiescence in any CONTRACTOR 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

CONTRACTOR agrees that all materials, reports, or products, in any form including electronic, created by CONTRACTOR for which CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR/ CONFLICT OF INTEREST

A. CONTRACTOR 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 CONTRACTOR's performance under this Agreement. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform the COUNTY of all CONTRACTOR's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.

B. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR self-monitoring. CONTRACTOR 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. CONTRACTOR shall maintain auditable books, records, documents, and other evidence relating to costs and expenses for this Agreement. CONTRACTOR 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 CONTRACTOR disagrees with an audit, CONTRACTOR may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. CONTRACTOR shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. CONTRACTOR 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 CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

12. CONFIDENTIALITY

- A. As required by applicable law, COUNTY and CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR shall keep all confidential information received from COUNTY in the strictest confidence. CONTRACTOR shall comply with Welfare and Institutions Code Section (WIC) 10850.
- B. CONTRACTOR shall take special precautions, including but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.

- C. CONTRACTOR shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement.
- D. CONTRACTOR shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR (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. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR's indemnification obligation. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR 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 CONTRACTOR's obligations to indemnify and hold COUNTY harmless.

14. INSURANCE

- A. Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold COUNTY harmless, CONTRACTOR 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. CONTRACTOR'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, CONTRACTOR'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. CONTRACTOR shall cause CONTRACTOR'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. CONTRACTOR shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- E. It is understood and agreed to by the parties hereto that CONTRACTOR'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 CONTRACTOR has become inadequate.
- G. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR has employees as defined by the State of California, CONTRACTOR 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 CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name 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 CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

18. INDEPENDENT CONTRACTOR

It is agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the parties. CONTRACTOR 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 CONTRACTOR employees from the compensation payable to CONTRACTOR under this Agreement. CONTRACTOR 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. CONTRACTOR 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

CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR directly. CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, including but not limited to:

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

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

- b. HEARTH ACT 2009, 24CFR, parts 91 and 576:
https://www.hudexchange.info/resources/documents/HEARTH_ESGInterimRule&ConPlanConformingAmendments.pdf
- c. County of Riverside Continuum of Care Board of Governance Charter:
<http://dpss.co.riverside.ca.us/files/pdf/homeless/resources/rivco-coc-charter-final-adopted-2017-08-23.pdf>
- d. the California Code of Regulation Title 25, Div. 1, Chapter 7, Subchapter 20, Emergency Solutions Grant Program:
<http://www.hcd.ca.gov/grants-funding/active-funding/esg/docs/State-ESG-Regulations-Effective-April-1-2016.pdf>
- e. HUD System Performance Measures:
<https://www.hudexchange.info/resources/documents/System-Performance-Measures-Introductory-Guide.pdf>

21. CLEAN AIR/WATER ACTS

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

22. LEAD BASED PAINT

CONTRACTOR 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

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

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

For all funded applications, COUNTY will inform CONTRACTOR 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. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.
- B. CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement and, 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, CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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, CONTRACTOR shall immediately remove that person from providing services under this Agreement.

C. **Background Checks**

CONTRACTOR shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to clients, CONTRACTOR shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file. 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. CONTRACTOR 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, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
- C. CONTRACTOR 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 CONTRACTOR and COUNTY.

30. SUPPLANTATION

CONTRACTOR 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. CONTRACTOR shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue. CONTRACTOR 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

CONTRACTOR 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. CONTRACTOR 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
CONTRACTOR 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. CONTRACTOR will sign and date Attachment I and return it to COUNTY along with the executed agreement. CONTRACTOR shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

- B. Client Complaints
CONTRACTOR 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 CONTRACTOR's personnel. CONTRACTOR 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

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

- (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

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

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

Contractor:
XXXX
Executive Director
PO Box XXXX
City, CA XXXX

Contractor "Remit To" address:

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.

12.0

13.0

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

Schedule A
Payment Provisions

14.0

14.1.1

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. CONTRACTOR shall be reimbursed by COUNTY, for an amount not to exceed \$00. Said funds shall be spent according to the Budget shown below.

BUDGET CATEGORY	Total
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
TOTAL	\$0.00

- b. CONTRACTOR 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. CONTRACTOR 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>

CONTRACTOR 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. CONTRACTOR 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 claiming period.
- g. All Program funds shall be expended by MMDDYYYY.
- h. CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR must be money provided to the project by one or more of the following: CONTRACTOR, 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.

CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.

A.2 DISBURSEMENT OF FUNDS

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

- a. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR. 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 CONTRACTOR may be withheld by COUNTY if CONTRACTOR fails to comply with the provisions of this Agreement.

A.4 FISCAL ACCOUNTABILITY

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

14.3 Schedule B
14.4 Scope of Services

14.4.1 SCOPE OF SERVICES

- A. CONTRACTOR 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. CONTRACTOR will also provide client linkages to other sources of support. CONTRACTOR 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. CONTRACTOR shall provide services as set forth in the Scope of Work (paragraph K of this schedule).
- C. CONTRACTOR will be responsible to meet the requirements include in RFP DPARC-XXX (Attachment V) and the CONTRACTOR's project application (Attachment VI). DPARC-xxx and the project application are incorporated herein by this reference.
- D. CONTRACTOR 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 event 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. CONTRACTOR 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. CONTRACTOR shall comply with the Educational Assurance requirements as stipulated in the McKinney-Vento Homeless Education Assistance Improvements Act.
- G. CONTRACTOR 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 CONTRACTOR access to use the HMIS software for the term of this Agreement.
 3. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR. This staff will provide the CONTRACTOR programmatic consultation and advise CONTRACTOR of all-pertinent existing guidelines and regulations. Additionally, the staff will provide or arrange for consultation and technical assistance to CONTRACTOR as needed.
- I. RECORDKEEPING AND REPORTING
 1. CONTRACTOR agrees to collect and maintain records of participants for required federal, state, and county reports.
 2. CONTRACTOR 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 CONTRACTOR based on a risk assessment and according to the terms of this Agreement.
 3. COUNTY will monitor CONTRACTOR 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 CONTRACTOR to develop performance improvement plans which will be incorporated into this Standard Agreement and other agreements required under 25 CCR Section 8403.
 4. If it is determined that a CONTRACTOR falsified any certification, application information, financial, or contract report, CONTRACTOR 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).

14.4.3

ATTACHMENT I
Assurance of Compliance

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

NAME OF ORGANIZATION

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

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

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

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

Date

Director's Signature

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

CR50-Vendor Assurance of Compliance

ATTACHMENT II
DPSS 2076A and 2076B

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

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

From: _____
Remit to Name

Address

Contractor Name

Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

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

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

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

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

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

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

Authorized Signature Title Date

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

Business Unit (5) _____
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
CONTRACTOR 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.

"Contractor 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 (Contractor'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.

14.4.5

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 A
BIDDER PROPOSAL RESPONSE**

**2018 COMPETITION
REQUEST FOR PROPOSAL # DPARC-557A**

CALIFORNIA EMERGENCY SOLUTIONS GRANT HOMELESS ASSISTANCE PROGRAM



By:
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@rivco.org

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

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

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

**Any Bidder who requests to have this RFP in electronic format may send an email request to:
Rowena Concepcion rconcepcion@rivco.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 California 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 California 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 California 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

ESG Goals and Objectives

This request for proposals is intended to generate proposals that will focus on rapid rehousing and homelessness prevention assistance.

Homelessness Prevention

Financial assistance may include direct rental and utility payments for eviction prevention or assistance to relocate to other housing. Short-term rental assistance is assistance for up to 3 months.

Eligibility Criteria

Eligible to receive HP financial assistance are those individuals and families defined under the following categories:

HUD - Homeless Definition:

- Category 2 – Imminent Risk of Homeless
- Category 3 - Homeless Under Other Federal Statutes
- Category 4 – Fleeing/Attempting to Flee DV

HUD - At Risk of Homelessness Definition:

- Category 1 – Individuals and Families
- Category 2 – Unaccompanied Children and Youth
- Category 3 – Families with Children and Youth

Initial Assessment:

- The household income is at or below 30% of the Area Median Income (AMI)
- The household lacks the financial resources and support networks needed to obtain immediate housing or remain in its existing housing
- No appropriate subsequent housing options have been identified at the point of service application

Homelessness Prevention projects must adhere to the following:

Rental Assistance:

- Rental assistance can be tenant-based or project-based.
- Short-term rental assistance is assistance for up to 3 months of rent.
- Program participants will have a share of rent costs.

Arrears:

- One-time payment for up to 3 months of rent in arrears, including late fees on arrears.

Late Payment Fees:

- Only allowed with one-time arrears assistance.
- ESG specifically prohibits late payment fees incurred by subrecipient under Rental Assistance Agreement with owners.

Use with other subsidies:

- Except for one-time payment of arrears on tenant's portion of rent payment, rental assistance cannot be provided to participant who is receiving tenant- or project-based rental assistance through other public sources during same time period, including units receiving operating subsidies.

Maximum Amounts and Period of Assistance:

- Limit apply to total assistance an individual receives, either as an individual or as part of a family.
- Must not exceed 6 months in any 3-year period.

Unit must meet HUD's and DPSS':

- Housing Quality Standard and use HUD-52580 form.
- Lead-Based Paint.
- Rent Reasonableness.
- Fair Market Rents.

Lease and Assistance Agreements requirements:

- Rental assistance agreement (between subrecipient and owner) § 576.106 (e).
- Lease Agreement (between program participant and owner) § 576.106 (g).

Terminating Assistance - Subrecipient must establish formal process, consisting of:

- Written notice to program participant.
- Review of decision, including opportunity to present objection.
- Prompt written notice of final decision.

Data Collection:

- Data on all persons served and all activities must be enter into HMIS.
- Must comply with HUD's standards on participation, data collection and reporting under HMIS.

Rapid Rehousing (RRH)

Financial assistance may include direct short- or medium-term rental payments to help a homeless individual or families living in shelters or in places not meant for human habitation move as quickly as possible into permanent housing and achieve stability in that housing.

Eligibility Criteria

Eligible to receive RRH financial assistance are those individuals and families defined under the following categories:

HUD - Homeless Definition:

- Category 1 – Literally homeless
- Category 4 – Fleeing/Attempting to Flee DV

Rapid Rehousing projects must adhere to the following:

Rental Assistance:

- Rental assistance can be tenant-based or project-based.
- Assistance will be provided for a short-term (up to 3 months) or medium-term (up to 6 months).
- Program participants will have a share of rent costs.

Rapid Rehousing Assistance Scale
RRH Payment Up To:

<i>Initial Assessment</i>	
Rent - Month 1-3	100%
<i>Re-Assessment</i>	
Rent - Month 4	50%
Rent - Month 5	40%
Rent - Month 6	30%

Use with other subsidies:

- Rental assistance cannot be provided to participant who is receiving tenant- or project-based rental assistance through other public sources during same time period, including units receiving operating subsidies.

Maximum Amounts and Period of Assistance:

- Limit apply to total assistance an individual receives, either as an individual or as part of a family.
- Must not exceed 6 months in any 3-year period.

Unit must meet HUD's and DPSS':

- Housing Quality Standard and use HUD-52580 form.
- Lead-Based Paint.
- Rent Reasonableness.
- Fair Market Rents.

Lease and Assistance Agreements requirements:

- Rental assistance agreement (between subrecipient and owner) § 576.106 (e).
- Lease Agreement (between program participant and owner) § 576.106 (g).

Terminating Assistance - Subrecipient must establish formal process, consisting of:

- Written notice to program participant.
- Review of decision, including opportunity to present objection.
- Prompt written notice of final decision.

Data Collection:

- Data on all persons served and all activities must be enter into HMIS.
- Must comply with HUD's standards on participation, data collection and reporting under HMIS.

Funding for Services

The total 2018 California ESG funds from HUD allocated to the County of Riverside is \$323,445 including \$8,543 for administrative cost. The expenditure deadline is MMDDYYYY (Please note that this date has not been announced by ICD).

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

Total amount	40% required for Rapid rehousing	Total available for other activities
\$314,902	*\$125,960	*\$188,942

Regulations

The State ESG program regulations may be obtained at: <http://www.hcd.ca.gov/grants-funding/active-funding/esg.shtml>. 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 federal 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 federal award. Proposals must clearly indicate the source and amount of matching funds. These matching funds may be provided through documented voluntary contributions in kind or in cash. Contributions of volunteered time shall be valued, in alignment with State minimum wage rates, at Ten Dollars (\$10) per hour.

Tab A Proposal Checklist

Instructions:

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

Name of Company: Catholic Charities San Bernardino & Riverside Counties

Service to provide: (title) Homeless Prevention

Proposal Submission Checklist

General Bidder Information

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

	Page Number
<input checked="" type="checkbox"/> Tab A – Proposal Checklist (<i>this page</i>).....	<u>7</u>
<input checked="" type="checkbox"/> Tab B – Proposal Cover Page (<i>signed by Authorized Signatory</i>).....	<u>9</u>
<input checked="" type="checkbox"/> Tab C – Company Profile/ Experience.....	<u>10-20</u>
<input checked="" type="checkbox"/> Tab D – Acknowledgements.....	<u>21</u>
<input checked="" type="checkbox"/> Tab E – Scope of Services.....	<u>22-31</u>
<input checked="" type="checkbox"/> Tab F – References.....	<u>32-33</u>

Tab B Proposal Cover Page

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

BIDDER TO COMPLETE ALL APPLICABLE AREAS

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

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. Rapid Re-housing
2. Homelessness Prevention

There will **not** be a Mandatory Bidder's Meeting

Please submit your Questions to rconcepc@riv.org no later than Wednesday, Tuesday June 26, 2018 by 1:30 p.m.

Responses to questions will be posted no later than (Tuesday July 3, 2018) 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 Friday, July 6, 2018, NO LATER THAN 1:30 P.M. TO:

County of Riverside – Department of Public Social Services
Attn: Bidder Proposal # DPARC-557 – 2018 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: Catholic Charities San Bernardino & Riverside Counties

Mailing Address: 1450 North D Street

City: San Bernardino State: CA Zip: 92405

Contact Person: Belinda Marquez, Director Riverside County – Telephone: 951 689-1803

Address: 3020 Madison Street City: Riverside State: CA Zip: 92504

Phone # (909)388-1239 FAX # (909)384-1130

Contractor Website: www.ccsbriv.org

Name: Ken F Sawa Title: CEO/Executive Vice President

Signature:  Date: June 14, 2018

Email: kfsawa@ccsbriv.org bmarquez@ccsbriv.org

Please Check Disabled Veteran **Riverside County Vendor # 0000014555**

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:

Catholic Charities San Bernardino & Riverside Counties
State of CA Public Benefit Non-Profit

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

BIDDER'S RESPONSE:

501(c)(3) non-profit
Located in "Attachment 1"

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

BIDDER'S RESPONSE:

Yes

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

BIDDER'S RESPONSE:

Incorporated in 1980, Catholic Charities is a community-based 501(c)(3), public benefit, social services organization. We serve all people in need throughout the Inland Counties – regardless of religious affiliation and without discrimination. Our objectives include: 1) to meet the basic needs of families; 2) to provide families with the necessary support and linkages to other services; 3) to disseminate information which is helpful to families, while providing family enrichment opportunities; and 4) to offer professional counseling services as needed. Catholic Charities takes a grass roots, holistic approach to stabilizing communities in economic distress; and addressing the financial, social, emotional and physical needs of families in need by providing access to an array of services. We preserve neighborhoods by keeping families in their homes, children in their schools, and social networks intact. For over 35 years, Catholic Charities has provided homeless services, eviction prevention and housing assistance in San Bernardino & Riverside. Although this is our first time applying for County ESG funding we have received City of Moreno Valley ESG funding since 2015-2016. ESG funding in the City of Moreno Valley has allowed us to provide case management, homelessness prevention and rapid re-housing services. These supportive services help us prevent homelessness and enable homeless individuals and families to move toward independent living.

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

BIDDER'S RESPONSE:

Catholic Charities uses core practices, policies and procedures for admission, diversion, referral, and discharge from programs.

- 1) **Admission Process** – There is a standard intake process consisting of a screening interview for the purpose of obtaining information, and gathering documentation from the client that enables the caseworker to identify the crisis or need.
- 2) **Client Needs Meet Program Eligibility:** Case Managers and/or Regional Coordinator will make determination if client needs meet the eligibility criteria, as well as addressing possible eligibility for other programs and resources; Case Managers determine whether or not client is willing to participate under a mutually acceptable plan to assume his or her responsibility in meeting the need, or resolving the problem.
- 3) **Client File Documentation:** Client file documentation includes – completed intake, date which activities occurred; case worker name and signature; client signature; confidentiality and release of information form; picture identification; social security cards for all members in household; verification of income; pending income and/or loss of income; rental agreement; eviction notices; mortgage letters; utility bills; medical letters to support disability; and referral letters.
- 4) **Data Management:** The agency utilizes an online data management (Apricot) database to track all activities, services and clients. This data is used to generate monthly, quarterly, and annual reports.

HMIS – The agency participates in entering data into the County HMIS System.

- 5) **Client Tracking:** Screening determines eligibility for assistance program(s); Intake is the collection of identifying information concerning the client, family, and formal / informal support systems.
- 6) **Client Diversion** – Diversion, maximizing client outcomes and preventing duplication of services is achieved through collaboration with community partners. Catholic Charities continuously communicate with partners regarding program challenges; how to maximize existing resources; the leveraging of additional resources; efficient ways to coordinate interagency referrals, and working with other agencies when the need of a client is greater than the resources of any one agency and diversion is needed.
- 7) **Referrals** - Clients are referred to / linked with other services, both internally and to external community partners: Internally, Case Managers often provide supportive services, i.e., gasoline vouchers, gas cards, and local bus tickets to assist clients with transportation costs in furtherance of securing permanent housing, employment, and / or to meet medical needs. Transportation arrangements for school aged children can be made to get them to and from school. When we find that we are unable to assist clients, we follow a referral process. Our staff will make contact with an external potential referring agency – detailing the client's situation. From that conversation the will direct us to either send the client over, or to schedule an appointment for the client with them.
- 8) **Terminating of Assistance-** Upon termination of assistance from Catholic Charities programs, clients are encouraged to maintain ongoing communication with case managers. Staff is sensitive to the specialized needs of those who are at risk of becoming homeless with substance abuse issues, mental illness, physical disabilities, or have been impacted by poverty, personal tragedy, and/or natural disasters; and assist individuals in finding other sources of services and benefits they may need (over and above the services that we provide). The household must be able to document their crisis. They must also be able to demonstrate an ability to meet the prospective rental obligations after any assistance that might be granted is no longer available to them (based on current or anticipated income) – so that permanent housing is the outcome of this process. Although Rapid Re-Housing is not part of this RFP, persons who are eligible for our services include: households that are in immediate danger of eviction or foreclosure; currently homeless; or are transitioning from temporary shelter, motel shelter, domestic violence, or transitional shelter.

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

BIDDER'S RESPONSE:

Termination of rental assistance or housing relocation and stabilization services to a program participant, consist of:

- (1) Written notice to the program participant containing a clear statement of the reasons for termination;
- (2) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision.
- (3) Prompt written notice of the final decision to the program participant.
- (c) Ability to provide further assistance.

Termination under this program does not bar the recipient from receiving further assistance at a later date.

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:

Catholic Charities has significant experience in providing services to the homeless and those at risk of homelessness (with special emphasis on the needs of children, and seniors). The agency experience – in San Bernardino County we have been a part of the 211's Coordinated Entry System for the past 4 years and have worked with 36 other agencies throughout Riverside and San Bernardino County implementing programs. We fight poverty through crisis intervention and by strengthening individual potential resulting in new opportunities and changed futures. Our programs and services are designed to meet the specific needs of each community. We address fundamental human needs such as food, shelter, clothing, and medical assistance. We also address deeper needs through our case management and professional mental health services. Individuals and families are eligible for eviction prevention if they are in immediate danger of eviction (3 day notice); or are transitioning from temporary shelter, motel shelter, domestic violence or a transitional shelter. Catholic Charities uses screening to determine client eligibility. All clients must complete an intake process that includes the collection of information concerning the client, family, and proof of situation. Our criteria for program services is based solely on need, and we do not discriminate against anyone based on age, race, sex, religion, national origin, disability, economic status, or sexual orientation. Regional coordinators and case managers determines if client need meets program eligibility criteria, as well as identify clients for care coordination services. We have been providing ESG Homeless Prevention services through the City of Moreno Valley from the past three fiscal years.

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

BIDDER'S RESPONSE:

City of Moreno Valley – ESG – 2015; 2016; 2017; and 2018.

Emergency Food and Shelter Program – 2013 through 2018.

City of Riverside – CDBG – 2013 through 2018.

Each performance report includes monthly or quarterly statistical data including narratives

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

BIDDER'S RESPONSE:
No

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

BIDDER'S RESPONSE:
N/A None

11. Bidder shall provide a company overview for the following:

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

BIDDER'S RESPONSE:

- a. Organizational Chart located in Attachment 2
- b. Catholic Charities was founded November 8, 1978 and incorporated on March 3, 1980 - 38 years
- c. Catholic Charities has provided homeless prevention services for over 26 years.
- d. Catholic Charities has 73 staff

Catholic Charities Coachella Valley Office, 83-180 Requa Avenue, Ste 9B, Indio, CA 92201 (3 FTE Staff)
Catholic Charities Moreno Valley Office, 23623 Sunnymead Blvd. Ste E, Moreno Valley, CA 92553 (2.5 FTE Staff)
Catholic Charities Riverside Office, 3020 Madison Street, Riverside, CA 92504 (2.5 FTE Staff)
Catholic Charities Murietta Office, 39429 Los Alamos Rd., Ste B, Murietta, CA 92563 (1 FTE Staff-3 days per week)
Catholic Charities operates out of 6 additional outreach sites through Riverside County.

12. Provide your company's mission statement.

BIDDER'S RESPONSE:

Mission Statement

The mission of Catholic Charities is to provide services that impact family, neighborhood, and society so that lives are filled with hope.

Action Statement

Catholic Charities provides compassionate social services that respond to the suffering of the vulnerable and those in crisis in our local communities.

Purpose Statement

We fight poverty and its consequences through crisis intervention and strengthening individual potential resulting in new opportunities and changed futures.

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:

2013 – 2018 United Way of the Inland Valleys – Gail Ousley

2013 – 2018 United Way of the Desert – Kristal Grandos

2013 - 2018 FIND Food Bank - Debbie Espinosa

2013 – 2018 WRAP Foundation - Eva Guenther-James

2013 – 2018 Kaiser – Riverside – Cecila Arias

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:

N/A

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) Belinda Marquez, Director, Family & Community Services is a 38-year employee of Catholic Charities. She is responsible for the supervision and coordination of services throughout Riverside County. She has vast experience in working with families faced with housing instability. She provides extensive training and direct supervision to all of the Family and Community Services staff. Ms. Marquez has a plethora of experience in managing Federal, State, and County programs, and is a certified HUD and Credit Counselor.

b) Jessica Meza has 12 years of Case Management experience and is the Regional Coordinator of the Coachella Valley Office. Is responsible for 5 staff that provide direct services to residents of Coachella Valley.

c) Imelda Santana has 7 years of experience in Case Management and is the Regional Coordinator for the Moreno Valley Office. Is responsible for 2 staff that provide direct services to residents of Moreno Valley and surrounding areas.

d) Marisol De Los Santos has 6 years of Case Management experience and is the Senior Caseworker at the Murrieta Site. Is responsible for the coordination of services, staff that provide direct services to residents of Coachella Valley.

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, bidders 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)

SEE ATTACHMENT 4

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:

Located in Attachment 4

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

Alcohol/Drug Program	
Child Care	
Drop-In Center	
Emergency Shelter Facilities	
Employment	
Food Pantry	X
Health Care	
HIV/AIDS Services	X
Homeless Prevention	X

Mental Health	
Outreach	X
Permanent Supportive Housing	
Rapid Rehousing	X
Soup Kitchen/Meal Distribution	
Transitional Housing	
Veterans	
Vouchers for Shelters	
Other(Please List)	

Estimated number of people served for each activity:

21. Residential Services

Number Served:	Adults:	
Number Served:	Children	
Total Number Served Yearly:	N/A	

Non-residential Services

Number Served:	33,152
----------------	--------

22. Residential Services only (Indicate the number of estimated persons housed at any given time in each shelter type funded through the ESG program)
N/A Homeless Prevention Only

Shelter Type	Number of Persons Housed
Barracks:	
Group/Large House:	
Scattered site Apartment:	

Single Family Detached House:	
Single Room Occupancy	
Mobile Home / Trailer:	
Hotel / Motel:	
Other:	

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

BIDDER'S RESPONSE:

N/A Providing Homeless Prevention Only

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. **N/A Providing Homeless Prevention Only**

	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	_____	_____
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:

N/A Providing Homeless Prevention Only

26. In the last 12 months, what is the number of all clients who have exited your Program have moved into permanent housing, **N/A Providing Homeless Prevention Only**

Number of persons placed/ _____ Total number served/ _____

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:

N/A Providing Homeless Prevention Only

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:

N/A Providing Homeless Prevention Only

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

BIDDER'S RESPONSE:

N/A Providing Homeless Prevention Only

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

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

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

<input checked="" type="checkbox"/> Check Zone 1		<input checked="" type="checkbox"/> Check Zone 2		<input checked="" type="checkbox"/> Check Zone 3	
Western County		Mid & Southwest County		Desert & Eastern County	
City	Zip Code	City	Zip Code	City	Zip Code
Colton	92324	Aguanga	92536		
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 Zone 4	
Wildomar	92595			Blythe	92225

IDENTIFY COMMITTED SOURCES OF MATCHING FUNDING
(Attach documentation)

<u>Funding Source</u>	<u>Amount of Funds</u>	<u>Date Funds Available</u>
Housing Opportunities for People with AIDS (HOPWA)	\$30,000	7/1/2018
Emergency Services Grant City of Moreno Valley (ESG)	\$30,000	7/1/2018
Emergency Food & Shelter Program (EFSP)	\$128,942	7/1/2018

Housing Opportunities for People with AIDS (HOPWA), Award Letter located in Attachment 5

Emergency Services Grant City of Moreno Valley (ESG), Award Letter located in Attachment 6

Emergency Food & Shelter Program (EFSP), Award Letter located in Attachment 7

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:

Catholic Charities will adhere to the terms and conditions that Riverside County sets forth in it's State Emergency Solutions Grant Program Agreement.

Catholic Charities has no other exceptions/deviations from the requirements of the RFP.

2. Evidence of Insurability/Business Licenses

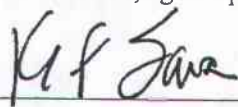
All bidder(s) shall submit evidence of all required insurance. An Accord cover page will suffice and if awarded the contract the Bidder has ten (10) calendar days to produce the required insurances including a certified endorsement naming the County as additionally insured. The bidder shall certify to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

CERTIFICATIONS

I, Ken F Sawa, a duly authorized agent of Catholic Charities San Bernardino & Riverside Counties,
Printed Name of Agent/Officer Name of Organization

hereby certify that Catholic Charities San Bernardino & Riverside Counties by submission of this proposal in response to
Name of Organization

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

Signature  Date July 3, 2018

Title of Agent/Officer CEO/Executive Vice President

Tab E Scope of Services

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

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

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

1. Rapid Rehousing
2. Homelessness Prevention

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.

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

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.

RRH 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.

1. Bidder's plans to help homeless persons living on the streets or in an emergency shelter transition into permanent housing and help to achieve stability.

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:

N/A, Homeless Prevention Only

2. 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:
- Provide supportive services to clients for no longer than six (6) months after rental assistance stops;
 - 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. 7.

BIDDER'S RESPONSE:

N/A Homeless Prevention Only

3. 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:

N/A Homeless Prevention Only

4. 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:

N/A Homeless Prevention Only

5. 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:

N/A Homeless Prevention Only

2. Homelessness Prevention (24 CFR 576.103)

ESG funds may be used to provide housing relocation and stabilization services and short-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition in § 576.2. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the "at risk of homelessness" definition, or who meet the criteria in paragraph (2), (3), or (4) of the "homeless" definition in § 576.2 and have an annual income below 30 percent of median family income for the area, as determined by HUD. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing and achieve stability in that housing. Homelessness prevention must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short-term rental assistance requirements in § 576.106, and the written standards and procedures established under § 576.400.

6. Bidder's proposed project shall carry-out the scope of the Homelessness Prevention program component as set forth in 24 CFR §576.103 to provide the following:
- **TENANT-BASED RENTAL ASSISTANCE:**
Funds will be used to provide short-term rental assistance, to assist persons with maintaining their current housing or securing alternate housing without becoming homeless. Rental assistance that will be provided may include:

- Short-term rental assistance (up to 3 months)
- Payment of rental arrears (one-time payment, up to 3 months)
- Any combination of the above, as allowed by the Interim Rule for ESG

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

BIDDER'S RESPONSE:

Persons who are eligible for short term rental assistance will include: households that are in immediate danger of eviction or foreclosure; currently homeless; or are transitioning from temporary shelter, motel shelter, domestic violence, or transitional shelter. Tenant based rental assistance services shall include:

Determination of Client Eligibility: Catholic Charities uses screening to determine client eligibility. Clients may either call in for an appointment or walk in for assistance. Clients meet with a case worker, who engages the client in an intake and assessment process to determine if housing relocation and stabilization services are needed. The assessment is based on information provided by clients and information that is entered in our data management system. All clients must complete an intake process that includes the collection of information concerning the client, family, and proof of situation. Our criteria for program services is based solely on need, and we do not discriminate against anyone based on age, race, sex, religion, national origin, disability, economic status, or sexual orientation. All clients sign each form, affirming its accuracy. In addition, the case worker will document goals for retaining housing stability in the case file what the client states, along with back-up the reason for request of emergency services. Case workers determine if client need meets program eligibility criteria, as well as identify clients for care coordination services.

A Full Assessment of Client's Situation: Individuals or families may call or walk-in to Catholic Charities to schedule an intake appointment and to be interviewed by a case worker. The scheduling of an appointment is not a commitment for financial assistance. It is only after the intake process is completed that a determination is made as to whether or not the client is eligible for program services. The Client must be a resident of Riverside County, and must complete an agency intake and provide the following supporting documentation: picture ID; social security card; verification of income; and verification of emergency. Once these items are verified the client will begin our standard intake process.

A Standard Intake: We utilize a standard intake for all clients who seek program services. The Initial intake and screening interview includes obtaining information, and gathering documentation from the client that enables the case manager to identify the crisis or need. A client file is created. Client file documentation includes: completed intake form; confidentiality / release of information form; Picture Identification; verification of income, or pending and proof of emergency (loss of income, eviction notices; past due utility bills; medical letters to support disability). The intake process includes a complete evaluation of client's household budget (income versus expenses). Client is encouraged to create an accurate household budget that illustrates current financial situation and adjustments needed to increase financial stability.

Eviction prevention: Households are eligible for eviction prevention if: households that are in immediate danger of eviction (3 day notice); or are transitioning from temporary shelter, motel shelter, domestic violence or a transitional shelter. Funds will be used to provide short-term rental assistance, to assist persons with maintaining their current housing or securing alternate housing without becoming homeless. Based on intake, assessment and need rental assistance may include: Short-term rental assistance (up to 3 months), Payment of rental arrears (one-time payment, up to 3 months) or Any combination of the two, as allowed by the Interim Rule for ESG. Eviction prevention payments will be made directly to landlord, property management company or owner.

Ongoing Case Management: Staff is sensitive to the specialized needs of homeless individuals (or those who are at risk of becoming homeless) with substance abuse issues, mental illness, physical disabilities, or have been impacted by poverty, personal tragedy, and / or natural disasters; and assist individuals in finding other sources of services and benefits they may need (over and above the services that we provide). The household must be able to document their crisis and show that it was beyond their control. They must also be able to demonstrate an ability to

meet the prospective rental obligations after any assistance that might be granted is no longer available to them (based on current or anticipated income) – so that permanent housing is the outcome of this process. During the intake process a complete and thorough evaluation of client's household budget (income versus expenses) is conducted. Case workers work with each household to create an accurate budget that illustrates client's financial situation and determines what adjustments can be made in order to increase the entire household's chance of housing stability. The resources and services that Catholic Charities provide will be tailored to the unique needs of each individual household; this will address their short term crisis and increase their chances of housing stability.

- **HOUSING RELOCATION AND STABILIZATION:**

Funds may be used to support staff who will work with participants who are eligible to receive homeless prevention assistance, as defined above; and to provide them with the necessary assessment and services to assist them with retaining their current housing or locating and moving into alternative permanent housing.

Bidders proposed project shall describe in detail the necessary assessment services that will be provided to assist with housing relocation and stabilization assistance to someone who is "at risk of homelessness", and how the participant will regain housing stability.

BIDDER'S RESPONSE:

Persons who are eligible for housing relocation and stabilization assistance will include: households that are in immediate danger of eviction or foreclosure; are transitioning from temporary shelter, motel shelter, domestic violence, or transitional shelter.

Case Worker will determine client eligibility: Catholic Charities uses screening to determine client eligibility. All clients must complete an intake process that includes the collection of information concerning the client, family, and proof of situation. Our criteria for program services is based solely on need, and we do not discriminate against anyone based on age, race, sex, religion, national origin, disability, economic status, or sexual orientation. Case workers determine if client need meets program eligibility criteria, as well as identify clients for care coordination services.

Client will be scheduled for an intake and assessment: Individuals or families may call or walk-in to Catholic Charities to schedule an intake appointment and to be interviewed by a case worker. The assessment is based on information provided by clients and information that is entered in our data management system. All clients must complete an intake process that includes the collection of information concerning the client, family, and proof of situation. It is only after the intake process is completed that a determination is made as to whether or not the client is eligible for program services. The Client must be a resident of Riverside County, and must complete an agency intake and provide the following supporting documentation: picture ID Identification with photo for adults over 18 years, proof of all minors in households; social security card; verification of income Proof of income, for last 4 weeks; and verification of emergency Rental Agreement with signatures of all parties or 3-day notice, Documentation that proves the emergency (Something that shows why you cannot pay rent). Once these items are verified the client will begin our standard intake process.

Standard Intake: We utilize a standard intake for all clients who seek program services. The Initial intake and screening interview includes obtaining information, and gathering documentation from the client that enables the case manager to identify the crisis or need. A client file is created. Client file documentation includes: completed intake form; confidentiality / release of information form; Picture Identification; verification of income, or pending and proof of emergency (loss of income, eviction notices; past due utility bills; medical letters to support disability). The intake process includes a complete evaluation of client's household budget (income versus expenses). Client is encouraged to create an accurate household budget that illustrates current financial situation and adjustments needed

to increase financial stability.

Housing Relocation and Stabilization: Households are eligible for housing relocation and stabilization if case worker determines that the household is in immediate danger of eviction (3 day notice); or are transitioning from temporary shelter, motel shelter, domestic violence or a transitional shelter. Funds will be used to provide short-term rental assistance, to assist persons with maintaining their current housing or securing alternate housing without becoming homeless. Based on intake, assessment and need rental assistance may include: Short-term rental assistance (up to 3 months), Payment of rental arrears (one-time payment, up to 3 months) or Any combination of the two, as allowed by the Interim Rule for ESG. Eviction prevention payments will be made directly to landlord, property management company or owner.

Housing Stability: Staff is sensitive to the specialized needs of homeless individuals (or those who are at risk of becoming homeless) with substance abuse issues, mental illness, physical disabilities, or have been impacted by poverty, personal tragedy, and / or natural disasters; and assist individuals in finding other sources of services and benefits they may need (over and above the services that we provide). The household must be able to document their crisis and show that it was beyond their control. They must also be able to demonstrate an ability to meet the prospective rental obligations after any assistance that might be granted is no longer available to them (based on current or anticipated income) – so that permanent housing is the outcome of this process. During the intake process a complete and thorough evaluation of client's household budget (income versus expenses) is conducted. Case workers work with each household to create an accurate budget that illustrates client's financial situation and determines what adjustments can be made in order to increase the entire household's chance of housing stability. The resources and services that Catholic Charities provide will be tailored to the unique needs of each individual household; this will address their short term crisis and increase their chances of housing stability.

Describe the means by which homelessness prevention services delivery will be coordinated.

Bidder shall also include in response a detailed description of homelessness prevention services delivery activities to be conducted and targeted population(500 word maximum)

BIDDER'S RESPONSE:

Catholic Charities has unique experience in Coordination & Networking, as well as Advocacy in the areas of Hunger and Homelessness, which will help us tackle the daunting challenges which face our Target Population – who are at risk of becoming Homeless. For over 37 years Catholic Charities has been responding to the unique social needs of the community, and coordinating with community partners to provide a firm foundation in assisting traditionally hard-to-serve and underserved populations.

Catholic Charities has significant experience in providing homeless prevention services to the homeless population and those at risk of homelessness. The target population will be Riverside County individuals and families who are at risk of homelessness. According to the 2018 Point-In-Time Count (2018 PIT Count) conducted on January 23, 2018 there are 1,685 unsheltered and 631 sheltered (total of 2,316) homeless people in Riverside County. Although this was a 3.7% decrease from 2017 it still represents .10 % of the total population. According to the 2018 PIT Count the two most common reasons for people becoming homeless is lack of income for housing (34%) and unemployment (31%). Service delivery activities will include:

Case Management: Casework staff provides a myriad of services to comprehensively address the multiple problems and issues that often impact low-income families and those in crisis. The staff offers strength-based and family centered interventions to improve the well-being of the children and families we serve. Through a comprehensive intake assessment, linking to existing community resources, arranging for services, advocating for clients, monitoring their progress, and assisting as needed, staff empowers caregivers to solve problems impacting their families by addressing unmet basic needs due to an emergency that can potentially affect the family's stability, health, and safety. In an effort to strengthen and stabilize individuals and families. These services are delivered in a collaborative fashion with other community agencies in order to offer a continuum of comprehensive services that

can be easily accessed by those in need of assistance. After an assessment and development of a family case plan, direct assistance from Catholic Charities may include assistance with emergency food, shelter, rental/mortgage, or other basic needs.

Housing Relocation and Stabilization: Funds will be used to provide short-term rental assistance, to assist persons with maintaining their current housing or securing alternate housing without becoming homeless. Rental assistance may include: Short-term rental assistance (up to 3 months), Payment of rental arrears (one-time payment, up to 3 months) or Any combination of the two, as allowed by the Interim Rule for ESG.

Client Engagement: Client's engagement and empowerment are crucial as families enter the casework support system. All services are offered to all in need in a non-discriminatory basis. By addressing the need and diligently developing a plan with a short and long term solution we empower families to move forward with their lives. All services are tracked and documented in a case file as well as with Catholic Charities' online database system.

8. Provide a description of the agency's experience in providing homelessness prevention services.

Bidder shall provide a detailed description of the agency's experience in providing homelessness prevention services and what methods you will use to ensure the client remains housed.

BIDDER'S RESPONSE:

Catholic Charities San Bernardino & Riverside Counties is a highly mission-driven organization dedicated to the alleviation of the suffering and the advancement of the poor and those in crisis in our local communities. Catholic Charities was incorporated as a non-profit social service agency in March 1980. Since 1980 Catholic Charities has provided homeless prevention services to the community. Catholic Charities has been a recipient of EFSP Funds since 1987. Our Articles of Incorporation state the purpose of the corporation is to engage in social welfare activities in the counties of San Bernardino & Riverside. As a public benefit corporation, Catholic Charities helps all people in our two-county region regardless of religious affiliation.

Catholic Charities is the 2nd largest provider of social service in the nation, 2nd only to the US Government nationally. Catholic Charities is one of a 163 members of Catholic Charities USA and is one of 12 member agencies of Catholic Charities California. As a part of these larger groups we meet regularly to keep updated with the latest trends in social services. Catholic Charities serves all persons in need without regard for religious affiliation. In partnership with individuals, families and communities, we advocate for their needs and support their right to self-determination. Our motto is "Providing Help, Creating Hope", and we do this with a wide array of crisis intervention services and by strengthening families impacting thousands of adults, children, and seniors every year. Our goal is to help distressed individuals and families by intervening when most needed to address their pressing financial, social, emotional and or physical needs in order to regain their stability following a crisis, so they can move forward with their lives. Catholic Charities has a well-deserved local reputation for the seriousness in which we carry out our important work, our deep-felt concern for struggling families, and our high bar of accountability, trustworthiness, and resourcefulness.

Catholic Charities brings people of good will together to fight poverty and strengthen families. We believe that strong, stable, healthy families build strong, stable, healthy communities. We play an integral part of the safety net that keeps people from utter destitution and give people a leg up when life has knocked them down. We share in the social responsibility to care for the marginalized who feel at home with us, secure in the knowledge that we value them as people. It is in our compassionate service to the poor and vulnerable that truly reflects the heart and soul of who we are in our Inland Counties.

The Family & Community Services Program has been successfully in existence with remarkable results achieved throughout the two-county area for over 37 years because our casework staff provides a myriad of services to comprehensively address the multiple problems and issues that often impact low-income families and those in crisis. The staff offers strength-based and family centered interventions to improve the well-being of the children and families we serve. Through a comprehensive intake assessment, linking to existing community resources, arranging for services, advocating for clients, monitoring their progress, and assisting as needed, staff empowers caregivers to solve problems impacting their families by addressing unmet basic needs due to an emergency that can potentially affect the family's stability, health, and safety. In an effort to strengthen and stabilize individuals and families services will be delivered in a collaborative fashion with other community agencies. Client's engagement and empowerment are crucial in the stabilization of families. Case management, a case plan and follow-up will be used to monitor the needs of families and ensure they remain housed and move forward with their lives. If needed Catholic Charities will include assistance with emergency food, shelter, rental/mortgage, or other basic needs. All services are tracked and documented in a case file as well as with Catholic Charities' online database system.

9. Describe the program's proposed outcomes in quantifiable and measurable terms.

Bidder shall describe in detail how the agency will determine the outcome of the participants in quantifiable and measurable terms.

BIDDER'S RESPONSE:

All service outcomes are tracked and documented in a case file as well as with Catholic Charities' online database system. Assistance with emergency food, shelter, rental/mortgage, or other basic needs will be documented. Objectives will be tracked using the agency's on-line data management system that records individual client data, services provided and accounting ledgers for check disbursements. Outcome data will be gathered utilizing a variety of methods including face to face follow-up interviews, mailed surveys and/or telephone contacts. Catholic Charities outcome reporting is based on a model published by the National Center for Service Integration.

10. The provision of intensive case management and supportive services to assess housing needs, access mainstream benefits, and tracking client's progress to ensure positive outcome.

Bidders shall describe in detail the case management activities to assess housing needs, and arranging/coordinating/monitoring the delivery of individualized services; including frequency of case management and assisting the program participants to retain permanent housing after the ESG assistance ends.

BIDDER'S RESPONSE:

Catholic Charities utilizes a case management model to provide client autonomy, assistance, and wellness through communication, linkage, education, identification of realistic service resources, efficient and appropriate facilitation of service access, and advocacy. The case management system supports the premise that each individual is empowered with the right to seek the optimum social outcome possible in a manner, in which recognizes his/her dignity, self-worth, and human rights. Case management is a multi-step process which ensures coordination and timely access to a range of appropriate social services. The process includes at a minimum, the following:

- Provides access to services, which increase independence and self-sufficient functioning
- Promotes coordination among service providers and other support systems to eliminate duplication of services and foster resource development
- Assesses plans, coordinates, monitors, and advocates;
- It is client/"family" centered;
- Involves client/family/staff-shared responsibility;
- Identifies alternatives to scarce resources;
- Seeks to assure continuity of care;
- Insure goals that are outcome oriented;

With the use of this case management model, clients are given the best opportunity to regain their self-confidence and respect. Catholic Charities motto is; "Creating Hope and Providing Help"

Case management determines client eligibility: Catholic Charities uses screening to determine client eligibility. All clients must complete an intake process that includes the collection of information concerning the client, family, and proof of situation. Case workers determine if client need meets program eligibility criteria, as well as identify clients for care coordination services.

Case Managers schedule clients for intakes: Individuals or families may call or walk-in to Catholic Charities to schedule an intake appointment and to be interviewed by a case worker. The scheduling of an appointment is not a

commitment for financial assistance. It is only after the intake process is completed that a determination is made as to whether or not the client is eligible for program services. The Client must present the following supporting documentation: picture ID Identification with photo for adults over 18 years, proof of all minors in households; social security card; verification of income Proof of income, for last 4 weeks; and verification of emergency Rental Agreement with signatures of all parties or 3-day notice, Documentation that proves the emergency (Something that shows why you cannot pay rent). Once these items are verified the client will begin our standard intake process.

Case Managers assess client needs: Case managers conduct initial intake and screening interviews which includes obtaining information, and gathering documentation from the client that enables the case manager to identify the crisis or need. The intake process includes a complete evaluation of client's household budget (income versus expenses). Client is encouraged to create an accurate household budget that illustrates current financial situation and adjustments needed to increase financial stability.

Case Managers assess housing stability: Staff is sensitive to the specialized needs of homeless individuals (or those who are at risk of becoming homeless) with substance abuse issues, mental illness, physical disabilities, or have been impacted by poverty, personal tragedy, and / or natural disasters; and assist individuals in finding other sources of services and benefits they may need (over and above the services that we provide). The household must be able to document their crisis and show that it was beyond their control. They must also be able to demonstrate an ability to meet the prospective rental obligations after any assistance that might be granted is no longer available to them (based on current or anticipated income) – so that permanent housing is the outcome of this process.

The Caseworker Services Program provides case management services, which includes crisis intervention, community outreach and a wide range of homeless prevention services to low-income residents. Services may include vouchers, rental assistance (rent in arrears to prevent eviction), late fees, security deposits, utility assistance, food and other supportive services.

IMPLEMENTATION REQUIREMENTS

Core Practices (25 CCR 8409)

Use of Coordinated Entry: Unless exempted by federal rules, all ESG-funded activities shall participate the CoC's Coordinated Entry System (CES) established by the CoC in a manner that promotes the following:

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

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

- ensuring low-barrier, easily accessible assistance to all people, including, but not limited to, people with no income or income history, and people with active substance abuse or mental health issues;
- helping participants quickly identify and resolve barriers to obtaining and maintaining housing;
- seeking to quickly resolve the housing crisis before focusing on other non-housing related services;
- allowing participants to choose the services and housing that meets their needs, within practical and funding limitations;
- connecting participants to appropriate support and services available in the community that foster long-term

- housing stability;
- offering financial assistance and supportive services in a manner which offers a minimum amount of assistance initially, adding more assistance over time if needed to quickly resolve the housing crisis by either ending homelessness, or avoiding an immediate return to literal homelessness or the imminent risk of literal homelessness. The type, duration, and amount of assistance offered shall be based on an individual assessment of the household, and the availability of other resources or support systems to resolve their housing crisis and stabilize them in housing.

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

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

Tab F References

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:	City of Moreno Valley
Address:	14177 Fredrick Street, Moreno Valley, CA 92553
Contact person:	Natalia Lopez
Email address:	natalial@moval.org
Telephone address:	951-413-3449
Project name:	Casework Services
Dates worked performed:	2015/2016, 2016/2017, 2017/2018 (Three fiscal years)
Summary of scope of services:	Rapid Re-Housing and Homeless Prevention
Project cost:	\$160,000

Reference 2	
Company name:	County of Riverside, DPSS Homeless Unit
Address:	4060 County Circle Drive, Riverside, CA 92503
Contact person:	Patricia McMichaux, MBA
Email address:	EFSP@rivco.org
Telephone address:	(951) 358-5640
Project name:	EFSP (Emergency Food & Shelter Program) Phase 35
Dates worked performed:	For 35 Phases, Most Current Phase (01-01-2018 to Present)
Summary of scope of services:	Homeless Prevention and Food Distribution
Project cost:	\$345,023

Reference 3	
Company name:	City of Riverside, Community & Economic Development Department
Address:	3900 Main Street, Riverside CA 92503
Contact person:	Martha Naranjo
Email address:	mnanranjo@riversideca.gov
Telephone address:	951-826-5469
Project name:	Casework Services

Dates worked performed:	July 1, 2017 to Present
Summary of scope of services:	Casework Services to assist clients who are faced with a housing crisis
Project cost:	\$7,500

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 3

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

BIDDER'S RESPONSE:
N/A

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:

2. Proof of non-profit status, if applicable

BIDDER'S RESPONSE:

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 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>Proof of 501(c) (3) Non-Profit Status</u>	<u>G1-4</u>
Attachment 2	<u>Company Overview, Organizational Chart</u>	<u>G5</u>
Attachment 3	<u>Contracts Award Last Five Years</u>	<u>G6</u>
Attachment 4	<u>Federal Exclusion List (SAM)</u>	<u>G7</u>
Attachment 5	<u>Award Letter HOPWA</u>	<u>G8</u>
Attachment 6	<u>Award Letter Emergency Solution Solutions Grant</u>	<u>G9</u>
Attachment 7	<u>Award Letter Emergency Food & Shelter Program</u>	<u>G10</u>
Attachment 8	<u>Single Audit</u>	<u>G11</u>
Attachment 9	_____	_____
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 – 2018-19 Proposed ESG Budget and Match Sources/Budget Narrative
- Tab I – Financial Statement

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

Department of the Treasury

Date: June 2, 2017

Person to Contact:

R. Meyer ID# 0110429

Toll Free Telephone Number:

877-829-5500

United States Conference of Catholic
Bishops
3211 4th Street, NE
Washington, DC 20017-1194

Group Exemption Number:

0928

Dear Sir/Madam:

This responds to your June 2, 2017, request for information regarding the status of your group tax exemption.

Our records indicate that you were issued a determination letter in March 1946, that you are currently exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, and are not a private foundation within the meaning of section 509(a) of the Code because you are described in sections 509(a)(1) and 170(b)(1)(A)(i).

With your request, you provided a copy of the *Official Catholic Directory for 2017*, which includes the names and addresses of the agencies and instrumentalities and the educational, charitable, and religious institutions operated by the Roman Catholic Church in the United States, its territories, and possessions that are subordinate organizations under your group tax exemption. Your request indicated that each subordinate organization is a non-profit organization, that no part of the net earnings thereof inures to the benefit of any individual, and that no substantial part of their activities is for promotion of legislation. You have further represented that none of your subordinate organizations is a private foundation under section 509(a), although all subordinates do not all share the same sub-classification under section 509(a). Based on your representations, the subordinate organizations in the *Official Catholic Directory for 2017* are recognized as exempt under section 501(c)(3) of the Code under GEN 0928.

Donors may deduct contributions to you and your subordinate organizations as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to them or for their use are deductible for federal estate and gifts tax purposes if they meet the applicable provisions of section 2055, 2106, and 2522 of the Code.

Subordinate organizations under a group exemption do not receive individual exemption letters. Most subordinate organizations are not separately listed in Publication 78 or the EO Business Master File. Donors may verify that a subordinate organization is included

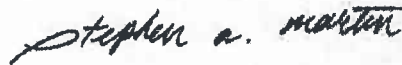
in your group exemption by consulting the *Official Catholic Directory*, the official subordinate listing approved by you, or by contacting you directly. IRS does not verify the inclusion of subordinate organizations under your group exemption. See IRS Publication 4573, *Group Exemption*, for additional information about group exemptions.

Each subordinate organization covered in a group exemption should have its own EIN. Each subordinate organization must use its own EIN, not the EIN of the central organization, in all filings with IRS.

Catholic Charities San Bernardino & Riverside Counties
EIN - 953516461

If you have any questions, please call us at the telephone number shown in the heading of this letter.

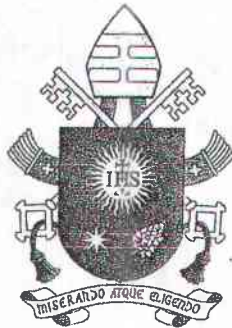
Sincerely,



Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

CALIFORNIA • MICHIGAN • MINNESOTA • MISSISSIPPI • MISSOURI • WEST VIRGINIA • NEW YORK • NEVADA
• ALABAMA • COLORADO • ARIZONA • MAINE • TEXAS • UTAH • ALASKA •
NORTH DAKOTA • PENNSYLVANIA • SOUTH CAROLINA • SOUTH DAKOTA • MARYLAND • ARKANSAS
• IOWA • LOUISIANA • WISCONSIN • TENNESSEE • IDAHO •
GEORGIA • DELAWARE • ILLINOIS • KANSAS • NORTH CAROLINA • OREGON • NEBRASKA • KENTUCKY
NEW HAMPSHIRE • NEW JERSEY • NEW MEXICO • CONNECTICUT • FLORIDA • MASSACHUSETTS
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1817



2017

The Official Catholic Directory

Anno
Domini
2017

Published Annually by
P.J. Kennedy & Sons

Castanon, Leonard, Colton
 Ciraulo, Christopher, Murrieta
 Clark, Edward, Rancho Cucamonga
 Clinton, Jack, (Retired), Upland
 Cover, Richard, (Retired)
 Cruz, John Anthony, Chino
 Cruz, Michael, Riverside
 DeGano, John, Riverside
 Dewhirst, Thomas, San Bernardino
 Diaz, Porfirio, Murrieta
 Echeverria, Octavio, Upland
 Filipek, Marlin, (Retired)
 Franco, Joseph, Wildomar
 Garcia, Jose Israel, (Retired), (Retired)
 Servin, Armando, Temecula
 Geaga, Donnie, Alta Loma
 Glass, Nelson, Fontana/Rialto
 Gomez, Manuel, Victorville
 Gonzalez, Victor, La Quinta
 Gutierrez, Mario, San Bernardino
 Han, Hikyung (H.K.), Blythe
 Harmon, Glenn R., Hemet
 Heames, Richard, Moreno Valley; Riverside
 Henke, Jack, (Retired)
 Heredia, Fernando, Coachella
 Hernandez, Antonio, Upland
 Hernandez, Jose Armando, Corona
 Hockwalt, David, La Quinta
 Hodnick, Mark, Beaumont
 Hudac, Daniel D., Yucaipa
 Hunsicker, Scott, J.C.L.
 Ibarra, Jose, Winchester
 Jelley, Michael F., (Retired)
 Ramirez, Guadalupe, Rancho Cucamonga

Juback, Michael, Lake Arrowhead
 Khader, Ayed, Redlands
 Kilbourn, Austin, Bloomington
 Kim, John, M.D., Riverside
 Kincaid, James, Temecula
 Langmead, John, Hemet
 Lara, Ernest, Moreno Valley
 Tiambeng, Victor, Eastvale
 Lopez, Mark, Upland
 Luevano, Armando Jr., Desert Hot Springs
 Malkowski, Dennis, Temecula
 Marino, Joseph, Riverside
 Martinez, Mark, Colton
 Martinez, Pat, (Retired)
 McDaniel, Alvin, (Retired), Hemet
 McDonald, Lawrence
 Melton, Harold, (Retired)
 Miller, Glenn, Yucaipa Valley
 Miller, Thomas, Phelan
 Mirci, Philip, (Inactive)
 Moon, Raymond B., Wildomar
 Moore, Greg, Fontana
 Moorman, Joseph, Barstow
 Morales, Carlos, Fontana, Moreno Valley
 Morales, Tony, Chino Hills
 Myers, Paul, (Retired), Riverside
 Necerato, Patrick, Sun City
 Neufall, James A., (Retired)
 Norris, Donald, Rancho Cucamonga
 O'Camb, Daniel, San Bernardino
 Olivas, Manuel, (Retired)
 Oroscio, Andrew, Native American Ministry
 Ortiz, Joe, (Retired)
 Padilla, Mark, Indio

Partida, Ralph Jr., (Retired)
 Phillips, Robert, (Retired)
 Pimentel, Simon, (Retired)
 Quinn, Gary, Ontario
 Ramirez, Efrén, Temecula
 Rivas, Manuel, Moreno Valley
 Robles, Manuel, Winchester; Soboba
 Rodriguez, Brijido, Indio
 Rosado, Carlos Augustin, Riverside
 Sanchez, Luis, Ontario
 Sapulveda, Ralph, (Retired)
 Serembe, Stephen, Redlands
 Serrano, Jose, Moreno Valley
 Shalhoub, William J., (Retired)
 Shellem, Bill, (Retired)
 Skora, John, (Retired)
 Sotelo, Gonzalo, Rialto
 Stanton, Charles, Palm Desert
 Taylor, Daniel, San Bernardino
 Tillitson, Donald, Riverside
 Uribe, Ricardo, Perris
 Vargaz, Alfredo, Fontana
 Vasquez, Sergio, Coachella
 Vela, Joe, Norco
 Vera, Fernando, Hemet
 Vilchis, Eric, San Bernardino
 Von Ins, Paul, Chino Hills
 Von Voight, Fred, (Retired), Murrieta
 Wagner, Brooks, Big Bear Lake
 Weber, James, Big Bear Lake
 Weber, Mark, San Bernardino
 Ybarra, Rudy, (Retired), Riverside
 Zamora, Abel, Fontana/Rialto

INSTITUTIONS LOCATED IN DIOCESE

[A] SEMINARIES, RELIGIOUS OR SCHOLASTICATES

GRAND TERRACE, *Saint Junipero Serra House of Formation* (1985) 12725 Oriole Ave., Grand Terrace, 92313. Tel: 909-783-0260; Fax: 909-783-0223. Revs. Emmanuel Ukaegbu-Onuoha, Spiritual Dir.; Jose A. Sanz, D.L.P., Rector; Jorge A. Garcia, Vice Rector. Priests 3; Seminarists 25; Sisters 3.

[B] HIGH SCHOOLS, DIOCESAN

SAN BERNARDINO, *Aquinas High School* Participating Parishes: Holy Rosary; Our Lady of Assumption; St. Adelaide; Sacred Heart; Resurrection; St. George; St. Catherine of Siena; St. Joseph 2772 Sterling Ave., 92404. Tel: 909-886-4659; Fax: 909-886-7717; Email: Aquinas@Aquinas.net; Web: www.aquinas.net. Christopher Barrows, Prin.; Dr. Jim Brennan, Pres. Lay Teachers 81; Priests 1; Daughters of Mary Mother of Mercy Congregation (DMMM) 2; Students 450; Total Staff 94.

RIVERSIDE, *Notre Dame High School* Participating Parishes: St. Catherine of Alexandria, Riverside; St. Thomas the Apostle, Riverside; Our Lady of Perpetual Help, Riverside; St. Francis de Sales, Riverside; St. James, Perris; St. Edward, Corona 7085 Brockton Ave., Riverside, 92506. Tel: 951-775-5896; Fax: 951-781-9020; Email: mtuttringer@ndhsriverside.org; Web: www.notredameriverside.org. Matthew Luttringer, Prin.; Mrs. Lydia Dashkowitz, Librarian. Lay Teachers 30; Priests 1; Students 500; Total Staff 10.

[C] HIGH SCHOOLS, PRIVATE

PALM DESERT, *Xavier College Preparatory* Participating Parishes: Sacred Heart Church, St. Theresa; Our Lady of Perpetual Help 94-200 Cook St., Palm Desert, 92211. Tel: 760-601-3900; Fax: 760-601-3901; Email: jtrico@xavierprep.org; Web: xavierprep.org. Lay Teachers 43; Priests 1; Students 587; Total Staff 44.

[D] ELEMENTARY SCHOOLS, PRIVATE

TEMECULA, *Saint Jeanne de Lesonnac School*, (Grades PreSchool-8), Participating Parishes: St. Martha, Murrieta; St. Catherine of Alexandria, Temecula; Blessed Teresa of Calcutta, Winchester 22650 Avenida Lesonnac, Temecula, 92592. Tel: 951-587-2505; Fax: 951-587-2515; Email: stjannedelesonnac.ocs@diocesaso.org; Web: www.sjdl.com. Mrs. Kristen Mora, Prin.; Mrs. Sue Fitzgerald, Librarian. Lay Teachers 28; Company of Mary 4; Students 480; Staff 32.

[E] HOMES FOR SENIOR CITIZENS

SAN BERNARDINO, *St. Bernardine Plaza*, 550 W. Fifth St., 92401. Tel: 909-888-0153; Fax: 909-381-1589; Email: stbern2@a.twcbc.com. Dee Moyes, Resident Mgr. Total Staff 5; Units 150.

[F] GENERAL HOSPITALS AND CLINICS

SAN BERNARDINO, *St. Bernardine Medical Center*, 2101 N. Waterman Ave., 92404. Tel: 909-889-8711; Fax:

909-881-4581; Web: www.stbernardinehospital.com. Darryl Vandenberg, Pres. & CEO. Bed Capacity 342; Tot Asst. Annually 183,038; Total Staff 1,680.
 St. Bernardine Medical Center Foundation, 2101 N. Waterman Ave., 92404. Tel: 909-881-4516; Web: www.supportstbernardine.org. Dan Murphy, Vice Pres. & Exec. Dir.

APPLE VALLEY, *St. Joseph Health, St. Mary*, 18300 Hwy. 18, Apple Valley, 92307. Tel: 760-242-2311; Fax: 760-242-2994; Web: www.stmaryapplevalley.com. Judy Wagner, M.A., M.S., L.B.S.W., C.C.L.S., Vice Pres., Mission Integration; Denise Pecora, Exec. Asst. Bed Capacity 210; Tot Asst. Annually 161,620; Total Staff 1,614.
 St. Joseph Health System, Irvine, 92710. Tel: 949-381-4000; Fax: 714-744-3135. Sisters 132.
 St. Mary Medical Center Auxiliary, Apple Valley. Tel: 760-242-2311; Fax: 760-242-9760.
 St. Mary Medical Center Foundation, Apple Valley. Tel: 760-242-2311; Fax: 760-242-9750. Total Staff 6.

[G] ALCOHOL AND DRUG REHABILITATION CENTERS

VICTORVILLE, *St. John of God Health Care Services*, 18333 Palmdale Rd., P.O. Box 2457, Victorville, 92398. Tel: 760-241-4917; Fax: 760-241-8911; Email: admin@sighecs.org. Gregory Barnes, Admin. & Exec. Dir. Sponsored by the Brothers of St. John of God. Alcohol and Drug Rehabilitation Program. Bed Capacity 77; Brothers 1; Patients Asst. Annual. 1,200; Total Staff 29.

[H] CATHOLIC SOCIAL SERVICE ORGANIZATIONS

SAN BERNARDINO, *Catholic Charities, San Bernardino and Riverside Counties, Administration Office*, 6350 N. D St., 92405. Tel: 909-389-1233; Fax: 909-384-1180; Email: info@ccsbarn.org; Web: www.ccsbarn.org. Ken P. Sawa, M.S.W., L.C.S.W., CEO, Exec. Vice Pres.; Jesse R. Gonzalez, Dir. Admin. Tot Asst. Annually 86,176; Tot Asst. Annually 6,379; Poverty Alleviation Centers 10; Homeless Assistance/Refuge Assistance Centers 6.

**Mary's Mercy Center, Inc.*, 641 Robert Dr., P.O. Box 7583, 92411. Tel: 909-889-2558; Fax: 909-386-7704; Email: mmcinc@msn.com; Web: marysmercycenter.org. Michael J. Hein, Vice Pres. Tot Asst. Annually 75; Marriage Counseling Centers and Other Centers for the Protection of Life and the Family 1.

INDIO, *Martha's Village & Kitchen, Inc.*, 89-791 Date Ave., Indio, 92201. Tel: 760-347-4741, Ext. 114; Fax: 760-347-9551; Email: lbarrack@marthasvillage.org; Web: www.marthasvillage.org. Linda Barrack, Pres. & C.E.O. A member of Father Joe's Villages. Tot Asst. Annually 6,500; Total Staff 58; Poverty Alleviation Centers 1.

[I] MONASTERIES AND RESIDENCES OF PRIESTS AND BROTHERS

APPLE VALLEY, *Congregation of the Resurrection, CR*,

875 E. Chanslorway, Blythe, 92225. Tel: 760-242-4427; Fax: 760-242-1195. Revs. Henry A. Ruszel, C.R., (Retired); Delwyn Haroldson, C.R. P.O. Box 1929, Lake Arrowhead, 92359. Tel: 909-337-2393; Fax: 909-337-5041. Rev. Michael Ousch, C.R. P.O. Box 1709, Big Bear Lake, 92315. Tel: 909-866-3030; Fax: 909-866-5087. Rev. Paul Smith, C.R. P.O. Box 1709, Big Bear Lake, 92315. Rev. Paul Smith, C.R. 875 E. Chanslorway, Blythe, 92225. Tel: 760-922-3261; Fax: 760-922-5279. Rev. Henry Licznarski, C.R.

Hospitaller Brothers of St. John of God, P.O. Box 1664, Apple Valley, 92307. Tel: 760-453-8520. Bros. Paul Hanson, O.H., Prior; Anthony Scully, O.H.; Gabriel Monarch, O.H., Sub-Prior; Eric Hoffer, O.H. Brothers 4; Tot Asst. Annually 3,422; Tot Asst. Annually 1,124; Poverty Alleviation Centers 1; Centers for Rehabilitation of Drug Abusers 2.

CORONA, *Confraternity of Operarios Del Reino De Cristo, C.O.R.C.*, 605 W. 5th St., Corona, 92882. Tel: 951-549-6000; Fax: 951-549-6009. Revs. Pablo Medina Gomez, C.O.R.C.; Francisco M. Alanis Gonzalez, C.O.R.C.; Christian F. Vera Cabrera; Pedro Enrique Amezcua Nunez, C.O.R.C.; Carlo G. Garduno Garay, C.O.R.C.; Eloy Trujillo, C.O.R.C.; Juan Francisco Abonce Zepeda, C.O.R.C., Regl. Supr.

Shrine of Presentation, 1775 S. Main St., Corona, 92882. Tel: 951-739-0462; Web: www.medangconet.net. Revs. Andrew Mary Sang Linh Do, C.M.C.; Paul Nuyen, C.M.C., Rector; Martin Truong, C.M.C. Shrine of Presentation (Den Thanh Me Dang Con).

GRAND TERRACE, *Diocesan Laborer Priests, DLP*, Blessed Junipero Serra House of Formation, 12725 Oriole Ave., Grand Terrace, 92313. Tel: 909-783-0260; Fax: 909-783-0223. Rev. Jose A. Sanz, D.L.P., Dir. of Seminarists.

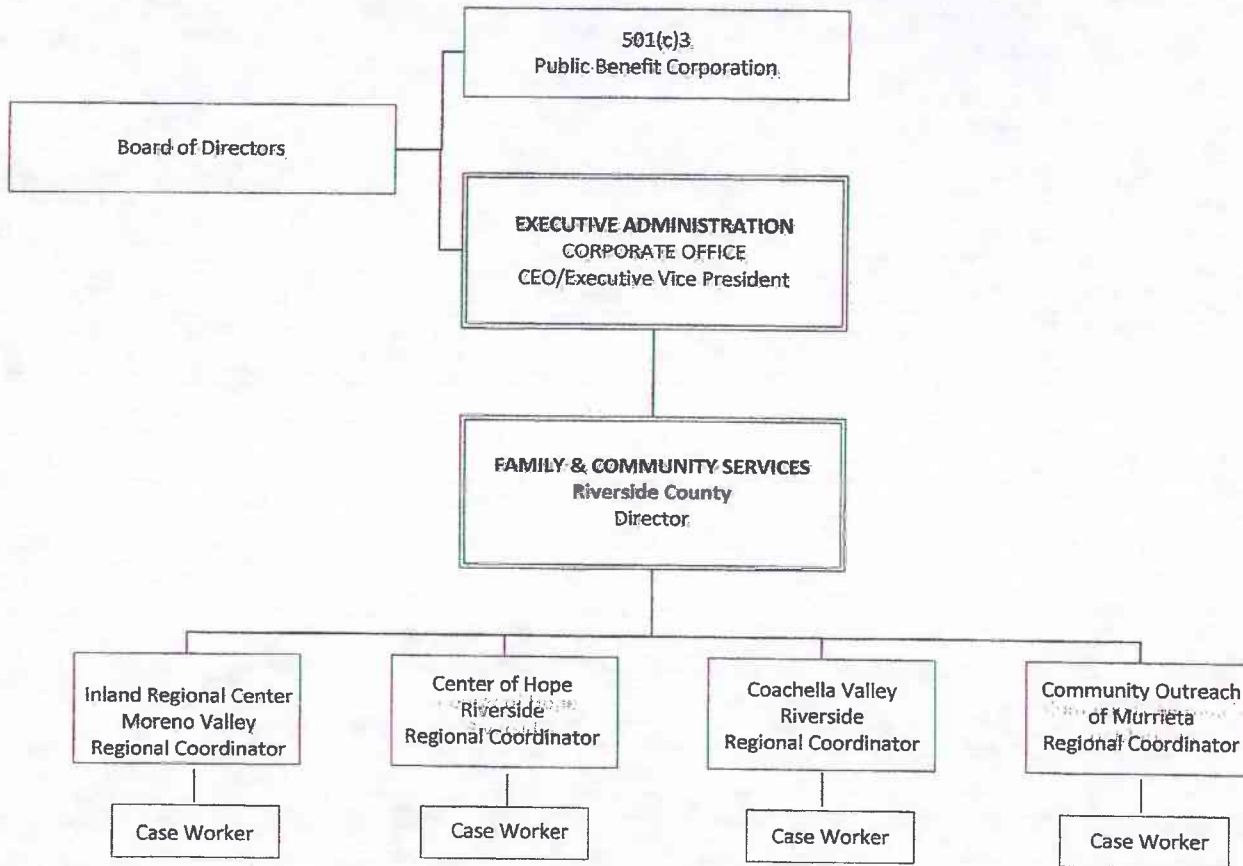
HEMET, *Congregation of the Holy Spirit*, Casa Laval Retirement Community, 309 E. Whittier Ave., P.O. Box 3509, Hemet, 92354-3509. Tel: 951-312-2603; Fax: 951-929-7865. Revs. Joseph B. Gagliomie, C.S. Sp., Acting Supr., (Retired); Albert McKnight, C.S. Sp., (Retired).

Congregation of the Sacred Hearts of Jesus and Mary, SS.CC., Western U.S. Province, Hemet House of Prayer, 32481 Sage Rd., Hemet, 92344. Tel: 909-593-5441. Revs. Jeremiah Holland, SS.CC.; Michael N. Maher, SS.CC.; Patrick J. Crowley, SS.CC., Regional Vicar; Martin O'Loughlin, SS.CC.

LUCERNE VALLEY, *The Cistercian Congregation of the Holy Family, St. Joseph Monastery*, 21010 Lucerne Valley Cutoff, P.O. Box 960, Lucerne Valley, 92356-0960. Tel: 760-866-0203; Email: saintjoseph.ocs@yahoo.com. Revs. M. Anthony Hanh Si Pham, O.Cist., Supr.; M. Justin Cong Huu Ho, O.Cist.; M. Timothy Qui Van Than, O.Cist.; M. Peter-Binh Quynh Dang Pham, O.Cist.; M. Francis of Assisi Phu Quoc Nguyen, O.Cist.; Bonaventure Dong Van Pham, O.Cist.; M. Peter Khanh Minh Ngoc Pham, O.Cist.; Stephan Hoa Van Nguyen, O.Cist.

CATHOLIC CHARITIES SAN BERNARDINO & RIVERSIDE COUNTIES
Organizational Chart

June 2018



LS



Providing Help • Creating Hope

Year	Contract Name	Type of Services Provided	Dollar Amount*	Location	Contracting Company	Contact Name	Phone Number	
FY 18/19*	Emergency Food & Shelter Program (EFSP)	Food & Shelter Assistance		Riverside & San Bernardino Counties	US Department of Homeland Security			
	NEOP/SNAP Ed	Nutrition Education & Awareness		Riverside & San Bernardino Counties	US Department of Agriculture			
	Emergency Services Grant (ESG) County of San Bernardino	Homeless Prevention services		San Bernardino County	US Department of Housing and Urban Development			
	Emergency Services Grant (ESG) City of San Bernardino	Homeless Prevention services		San Bernardino County	US Department of Housing and Urban Development			
	Emergency Services Grant (ESG) City of Moreno Valley	Homeless Prevention services		Riverside County	US Department of Housing and Urban Development			
	Emergency Services Grant (ESG) State of California	Homeless Prevention services		San Bernardino County	US Department of Housing and Urban Development			
	Emergency Services Grant (ESG) County of Riverside	Homeless Prevention services		Riverside County	US Department of Housing and Urban Development			
	Housing Opportunities for Persons with Aids (HOPWA)	Homeless Prevention services		Riverside County	US Department of Housing and Urban Development			
FY 17/18**	Emergency Food & Shelter Program (EFSP)	Food & Shelter Assistance		Riverside & San Bernardino Counties	US Department of Homeland Security			
	NEOP/SNAP Ed	Nutrition Education & Awareness		Riverside & San Bernardino Counties	US Department of Agriculture			
	Emergency Services Grant (ESG) County of San Bernardino	Homeless Prevention services		San Bernardino County	US Department of Housing and Urban Development			
	Emergency Services Grant (ESG) City of San Bernardino	Homeless Prevention services		San Bernardino County	US Department of Housing and Urban Development			
	Emergency Services Grant (ESG) City of Moreno Valley	Homeless Prevention services		Riverside County	US Department of Housing and Urban Development			
	Emergency Services Grant (ESG) State of California	Homeless Prevention services		San Bernardino County	US Department of Housing and Urban Development			
	Emergency Services Grant (ESG) County of Riverside	Homeless Prevention services		Riverside County	US Department of Housing and Urban Development			
	Housing Opportunities for Persons with Aids (HOPWA)	Homeless Prevention services		Riverside County	US Department of Housing and Urban Development			
FY 16/17***	Emergency Food & Shelter Program (EFSP)	Food & Shelter Assistance	\$ 585,486	Riverside & San Bernardino Counties	US Department of Homeland Security			
	NEOP/SNAP Ed	Nutrition Education & Awareness	\$ 572,995	Riverside & San Bernardino Counties	US Department of Agriculture			
	Emergency Services Grant (ESG) County of San Bernardino	Homeless Prevention services	\$ 51,791	San Bernardino County	US Department of Housing and Urban Development			
	Emergency Services Grant (ESG) City of San Bernardino	Homeless Prevention services	\$ 20,000	San Bernardino County	US Department of Housing and Urban Development			
	Emergency Services Grant (ESG) City of Moreno Valley	Homeless Prevention services	\$ 10,019	Riverside County	US Department of Housing and Urban Development			
	Emergency Services Grant (ESG) State of California	Homeless Prevention services	\$ 33,945	San Bernardino County	US Department of Housing and Urban Development			
	Emergency Services Grant (ESG) County of Riverside	Homeless Prevention services	\$ 10,000	Riverside County	US Department of Housing and Urban Development			
	Housing Opportunities for Persons with Aids (HOPWA)	Homeless Prevention services	\$ 57,477	Riverside County	US Department of Housing and Urban Development			
FY 15/16***	Emergency Food & Shelter Program (EFSP)	Food & Shelter Assistance	\$ 460,294	Riverside & San Bernardino Counties	US Department of Homeland Security			
	CAL-Fresh	Food Stamp Enrollment	\$ 3,585	Riverside & San Bernardino Counties	US Department of Agriculture			
	NEOP/SNAP Ed	Nutrition Education & Awareness	\$ 566,430	Riverside & San Bernardino Counties	US Department of Agriculture			
	Community Development Block Grant (CDBG) City of Moreno Valley	Homeless Prevention services	\$ 30,000	Riverside County	US Department of Housing and Urban Development			
	Community Development Block Grant (CDBG) City of San Bernardino	Homeless Prevention services	\$ 20,000	Riverside County	US Department of Housing and Urban Development			
	Emergency Services Grant (ESG) County of San Bernardino	Homeless Prevention services	\$ 114,000	San Bernardino County	US Department of Housing and Urban Development			
	Emergency Services Grant (ESG) City of San Bernardino	Homeless Prevention services	\$ 74,933	San Bernardino County	US Department of Housing and Urban Development			
	Emergency Services Grant (ESG) City of Riverside	Homeless Prevention services	\$ 10,000	Riverside County	US Department of Housing and Urban Development			
		Housing Opportunities for Persons with Aids (HOPWA)	Homeless Prevention services	\$ 47,703	Riverside County	US Department of Housing and Urban Development		
FY 14/15***	Emergency Food & Shelter Program (EFSP)	Food & Shelter Assistance	\$ 419,577	Riverside & San Bernardino Counties	US Department of Homeland Security			
	CAL-Fresh	Food Stamp Enrollment	\$ 67,660	Riverside & San Bernardino Counties	US Department of Agriculture			
	NEOP/SNAP Ed	Nutrition Education & Awareness	\$ 381,303	Riverside & San Bernardino Counties	US Department of Agriculture			
	Community Development Block Grant (CDBG) City of Moreno Valley	Homeless Prevention services	\$ 29,000	Riverside County	US Department of Housing and Urban Development			
	Community Development Block Grant (CDBG) City of Riverside	Homeless Prevention services	\$ 7,500	Riverside County	US Department of Housing and Urban Development			
	Community Development Block Grant (CDBG) City of San Bernardino	Homeless Prevention services	\$ 14,800	Riverside County	US Department of Housing and Urban Development			
	Connecting Kids to Coverage	Medi-cal enrollment services	\$ 95,933	San Bernardino County	US Department of Housing and Urban Development			
	Emergency Services Grant (ESG) City of San Bernardino	Homeless Prevention services	\$ 90,000	San Bernardino County	US Department of Housing and Urban Development			
	Emergency Services Grant (ESG) City of Riverside	Homeless Prevention services	\$ 5,000	Riverside County	US Department of Housing and Urban Development			

* Budgeted Totals
** Unaudited Totals
*** Audited Totals

Jesse Gonzalez Log Out

ALERT - June 11, 2018: Entities registering in SAM must submit a notarized letter appointing their authorized Entity Administrator. Read our updated FAQs to learn more about changes to the notarized letter review process and other system improvements coming in June.

ALERT: SAM.gov will be down for scheduled maintenance Friday, June 29, 2018, from 6 PM to midnight (EDT).

Entity Dashboard

- Entity Overview
- Entity Registration
 - Core Data
 - POCs
- Reports
 - Service Contract Report
 - BioPreferred Report
- Exclusions
 - Active Exclusions
 - Inactive Exclusions
 - Excluded Family Members

[BACK TO USER DASHBOARD](#)

CATHOLIC CHARITIES SAN BERNARDINO/RIVERSIDE 1450 N D ST
 DUNS: 964980171 CAGE Code: 50EW4 SAN BERNARDINO, CA, 92405-4739 ,
 Status: Active UNITED STATES
 Expiration Date: 07/25/2018
 Purpose of Registration: All Awards

Entity Overview

Entity Registration Summary

DUNS: 964980171
 Name: CATHOLIC CHARITIES SAN BERNARDINO/RIVERSIDE
 Doing Business As: CATHOLIC CHARITIES DIOCESE
 Business Type: Business or Organization
 Last Updated By: Jesse Gonzalez
 Registration Status: Active
 Activation Date: 07/25/2017
 Expiration Date: 07/25/2018

Exclusion Summary

Active Exclusion Records? No



IBM v1.P.13.20180427-1347

WWW5

- Search Records
- Data Access
- Disclaimers
- Check Status
- About
- Help
- Accessibility
- Privacy Policy
- FAPIS.gov
- GSA.gov/IAE
- GSA.gov
- USA.gov



HOUSING AUTHORITY of the County of Riverside

Main Office
5555 Arlington Avenue
Riverside, CA 92504-2506
(951) 351-0700
FAX (951) 354-6324
TDD (951) 351-9844

Indio Office
44-199 Monroe, Ste. B
Indio, CA 92201
(760) 863-2828
(760) 863-2838 FAX
TDD (760) 863-2830

Website: harivco.org

August 22, 2017

Ken F. Sawa, MSW, LCSW
CEO/Executive Vice-President
Catholic Charities
1450 North D Street
San Bernardino, CA 92405

RE: HOPWA Contract for Services FY 2017-2018

*Need
F/18/19*

Dear Mr. Sawa:

This letter is in regard to the subject Request for Proposals (RFP), issued by the Housing Authority of the County of Riverside for the Housing Opportunity for Persons with Aids (HOPWA) Program for FY 2017-18. The Department has evaluated the proposals received using the evaluation criteria identified in the RFP, and the Department is hereby announcing its conditional contract award to Catholic Charities of San Bernardino and Riverside Counties.

We are pleased to announce your agency has been awarded \$55,000 in funding to provide housing services to HIV positive Riverside County residents for Fiscal Year 2017/2018. Please note that these funds are authorized for use on eligible HOPWA activities for the period July 1, 2017 through June 30, 2018. Below is a breakdown of the proposed budget to be included in the Contract for Services for these funds:

Funding Type	Award Amount
Housing Assistance (STRMU)	\$15,000
Supportive Services	\$30,000
Permanent Housing Placement	\$10,000
Total Amount	\$55,000

If you should have any questions or need any additional assistance please feel free to contact me directly at 951-343-5605 or by email at lsisti@rivco.org.

Again, congratulations on your successful proposal. We look forward to continuing our partnership in service to the HIV positive community.

Sincerely,
Lindsay Sisti
Lindsay Sisti
HOPWA Coordinator Riverside County

CC: Michelle Guzman, Project Coordinator- City of Riverside
Tanya Torno- Senior Development Specialist- Housing Authority

TEL: 951.413.3021
FAX: 951.413.3096
WWW.MOVAL.ORG



14177 FREDERICK STREET
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

June 13, 2018

Ms. Belinda Marquez
Director
Catholic Charities San Bernardino & Riverside Counties
1450 North D Street
San Bernardino, CA 92405

Dear Ms. Marquez:

On behalf of the City of Moreno Valley City Council and staff, congratulations on your ESG grant award for the **Casework Services Program**. This correspondence will serve as a letter of intent on behalf of the City of Moreno Valley to carry out the proposed ESG activity.

Your award amount for Fiscal Year 2018/19 is **\$68,690.70 (subject to approval from the U.S. Department Housing and Urban Development)**. To facilitate the agreement process, it is essential for us to receive a response about your organization's intent to accept or reject this award. Please complete and sign the enclosed "Award Acceptance" form and return by June 25, 2018 via email at patty@moval.org.

- If you are **rejecting** the award, please sign and date the "Award Acceptance" form with '*I reject/am not interested in the award*' selected and return the completed form. No further action is required.
- If you are **accepting** the award, please sign and date the "Award Acceptance" form with "I accept the award" selected and return the completed form. Please also provide a copy of your organization's **Certificate of Insurance** as required per the application booklet.

Your agreement, when complete, will contain a statement of work based upon your proposal, a detailed budget, performance benchmarks, and standard terms and conditions. All services rendered and costs incurred between July 1, 2018 and June 30, 2019 must be permissible under the terms of the executed agreement and ESG funding regulations.

We appreciate your participation in the 2018/19 ESG Program and look forward to working with you. If you have any questions, please contact Patty Yhuit at 951.413.3446 or via email at: patty@moval.org.

Sincerely,

A handwritten signature in cursive script, appearing to read "Dena Heald".

Dena Heald
Financial Operations Division Manager
Financial & Management Services Dept.
Financial Operations Division
14177 Frederick St. PO Box 88005
Moreno Valley, CA 92552-0805

Enclosures: Insurance Requirements

FINANCIAL & MANAGEMENT SERVICES DEPARTMENT

EMERGENCY FOOD AND SHELTER PROGRAM
Local Board of Riverside County #35-0820-00
Phase 35 Funding Award

EFSP BOARD MEMBERS

American Red Cross
 Cahulla Band of Indians
 Catholic Charities
 Chabad Jewish Community Center
 City of Riverside
 Community Action Partnership of Riverside County
 Corona/Norco United Way

May 16, 2018
 Catholic Charities of SB/Riverside
 Belinda Marquez, Director-Family & Community Services
 3020 Madison Street
 Riverside, CA 92504

Congratulations, EFSP Applicant!

The Emergency Food and Shelter Program (EFSP) National Board released the Phase 35 allocations on March 29, 2018 and the Riverside County EFSP Local Board approved the LRO allocations at their meeting on May 9, 2018. Your organization was allocated a total of **\$345,023**, to provide the following services:

FIND Food Bank

LRO # 082000 - 003

Homeless Advocate
 Housing Authority of the County of Riverside
 Regional Access Project Foundation
 Riverside County Executive Office
 Riverside University Health System- Behavioral Health

District	Food	Rental Assistance	District Total
D1	\$21,500	\$57,310	\$78,810
D2	\$21,500	\$48,297	\$69,797
D3	\$12,437	\$49,103	\$61,540
D4	\$10,160	\$49,176	\$59,336
D5	\$17,587	\$57,953	\$75,540
Total	\$83,184	\$261,839	\$345,023

Riverside County Department of Veteran's Services
 The Salvation Army
 United Way of the Inland Valleys
 Valley Restart Shelter, Inc.

The eligible and ineligible expenditures allowed are in accordance with the National Phase 33 Manual and Phase 35 Key Changes and Clarifications. You will need to keep records of all categorical spending per district. This letter must be submitted and signed by an acceptable signatory (Executive Director, Agency Manager, etc.) by May 31, 2018.

EFSP Administration

Riverside County Department of Public Social Services
 4060 County Circle Drive
 Riverside, CA 92503
 (951) 358-6640

Failure to comply with submitting requested documents by the time allotted will constitute a breach of this signed letter; if the Local Board finds the LRO is non-compliant; a reallocation of funds may be initiated.

Notice of the Second Payment Release will be announced once it is released by National, provided all of the above documents have been received by the Local Board and there are no outstanding compliance exceptions.

Catholic Charities of SB/Riverside will:

- o Provide all required reports to the Local Board within the timeframe set by the Local Board (Second Payment/Interim Request, Final Reports), etc.
- o Submit EFSP Phase 35 LRO Certification and Certification Regarding Lobbying by May 31, 2018.
- o Submit a Mid-year Expenditure Status Report with documentation showing how much has been expended by July 1, 2018.

- o Submit the Final Expenditure Report with required documentation by the deadline established by the Local Board.
- o Use the expenditure spreadsheets and per diem/log forms that contain the most current updates that the National Board has requested; Ref: www.efsp.unitedway.org <http://dpss.riv.co/>
- o Spend all funds and close-out the program by December 31, 2018 and submit all Expenditure Reports (spreadsheets).
- o Inform the Local Board if your LRO will not be able to spend your allocation by July 31, 2018 to ensure that these funds are fully spent within the appropriate Phase 35 time frame.

Personnel or financial changes in your agency that directly affect EFSP must be communicated to the Local Board or DPSS-HPU staff as soon as possible in order to meet deadlines to National.

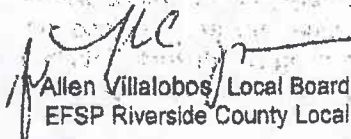
Completed Final Reports not submitted by the deadline places your LRO's Phase 36 Project Application at risk of not being funded and the Phase 35 Final Report will be reported to National as **NOT REPORTING.**

Please note that the Phase 35 expenditure period is January 1, 2018 to December 31, 2018. The receipt of this grant is based on a compliance free status with National.

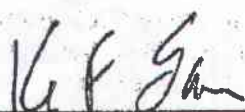
Please sign below to indicate your agreement and email to: PMCMICHE@rivco.org

Or mail to
Department of Public Social Services
Homeless Programs Unit-EFSP Local Board
4060 County Circle Drive
Riverside, CA 92503

Sincerely,



Allen Villalobos/Local Board Chair
EFSP Riverside County Local Board # 082000

I have read and agree to the conditions cited in this letter as part of receiving an EFSP Phase 35 award and understand that if we are not able to meet the conditions listed in this letter that we are to notify the EFSP Local Board and the Department of Public Social Services Homeless Programs Unit at EFSP@rivco.org/PMCMICHE@rivco.org.

 Date 5/18/18
Local Recipient Organization - Signatory

CC: Jill Kowalski, Rowena Concepcion

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

Authorized Signature for Catholic Charities San Bernardino & Riverside Counties: 	Authorized Signature for COUNTY: 
Printed Name of Person Signing: Ken Sawa	Printed Name of Person Signing: Heidi Marshall
Title: CEO, Executive Vice President	Title: Director
Date Signed: 	Date Signed: 