

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



**ITEM: 3.16  
(ID # 14834)**

**MEETING DATE:**  
Tuesday, April 13, 2021

**FROM:** HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

**SUBJECT:** HOUSING, HOMELESSNESS PREVENTION, and WORKFORCE SOLUTIONS (HHPWS): Ratify and Approve the Memorandum of Understanding (MOU) DPSS-0002760 between the County of Riverside's Housing, Homelessness Prevention and Workforce Solutions (HHPWS) and the County of Riverside's Department of Public Social Services (DPSS) to Provide Emergency Non-Congregate Shelter (NCS) Protective Placements to Eligible County Residents; All Districts. [\$1,658,558 - 100% State of California Funding]; (Companion Item to MT#14776)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve the Memorandum of Understanding DPSS-0002760 between the County of Riverside's Housing, Homelessness Prevention and Workforce Solutions (HHPWS) and the County of Riverside's Department of Public Social Services (DPSS), to provide emergency non-congregate shelter (NCS) protective placements (e.g., hotel/motels), for emergency shelter and isolation capacity for clients experiencing homelessness during the COVID-19 pandemic, with the option to renew for two additional one-year periods, for a total amount not to exceed \$1,658,858;

Continued on Page 2

**ACTION: Policy**

  
Heidi Marshall, Director 4/12/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Perez 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: April 13, 2021  
xc: HHPWS ; DBBS

Kecia R. Harper  
Clerk of the Board

By   
Deputy

(companion item 3.21)

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

**RECOMMENDED MOTION:** That the Board of Supervisors:

2. Authorize the Director of the Housing, Homelessness Prevention and Workforce Solutions (HHPWS), or designee, to execute the attached Memorandum of Understanding DPSS-0002760 on behalf of HHPWS; and
3. Authorize the Director of HHPWS, or designee, to take all necessary steps to administer and implement the Memorandum of Understanding DPSS-0002760 including but not limited to: (a) signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel, (b) make modifications to the scope of work that stay within the overall intent of the MOU, and (c) negotiating, signing and implementing any future amendments to the MOU, including, but not limited to, amendments that result in an increase in the award of funds from DPSS to HHPWS, subject to approval as to form by County Counsel, that do not exceed the sum total of twenty percent (20%) of the total aggregate cost of the MOU.

Continued on Page 3

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$1,658,558	\$0	\$1,658,558	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> State of California 100%			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 2020/21-21/22</b>	

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

**BACKGROUND:**

**Summary**

Senate Bill (SB) 89 (Chapter 2, Statutes of 2020), Section 36, augmented the 2019 Budget Act, making \$150 million in state general funds available to support state and local governments, and protect the health and safety of people experiencing homelessness in response to COVID-19. This was followed by Executive Order N-32-20 on March 18, 2020, which provided local governments with additional flexibilities to expand emergency shelter and isolation capacity for people experiencing homelessness in California during the COVID-19 epidemic.

In March 2020, Riverside County began operating Project Roomkey (PRK), a statewide, locally driven and state supported program. The purpose of PRK is to provide non-congregate shelter options for people experiencing homelessness, protect human life, and minimize strain on health care system capacity. PRK gives people who are experiencing homelessness and are recovering from, or have been exposed to COVID-19, a place to recuperate and properly quarantine outside of a hospital. The goal of PRK is to quickly prioritize populations and immediately move people into non-congregate shelter placements, such as hotels, motels, or self-isolated trailers.

In November 2020, CDSS allocated \$1,658,558 to Riverside County’s DPSS to support both ongoing operations of the PRK initiative and urgent rehousing services for PRK participants. DPSS desires to partner with HHPWS to perform PRK operations and to urgently move participants into permanent, safe, and stable housing. HHPWS staff will coordinate with community coalitions to maintain a system that safely isolates, quarantines, or provides medical respite for participants, including DPSS clients, who are experiencing homelessness and have been exposed or are suspected to be positive for COVID-19.

**Impact on Residents and Businesses**

The ongoing outbreak COVID-19 has significantly impacted the global economy. In particular, the impact on the ability for seniors, disabled, and homeless individuals of

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

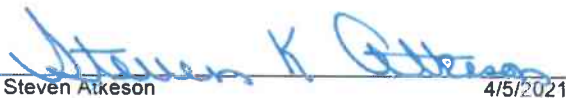
Riverside County to access emergency non-congregate shelter (NCS) protective placements, such as hotels, motels, and self-contained trailers. DPSS ensures to protect the health and safety of Riverside County, reduce the spread of COVID-19, and provide safe beds for clients experiencing homelessness.

**Additional Fiscal Information**

Counties may use PRK funding to support both PRK operations as described in the ACWDL dated June 1, 2020, as well as rehousing activities for current or former PRK participants. Funds must be used consistent with the state and federal law, including Housing First as specified in Welfare and Institutions Code (WIC) section 8255.

**ATTACHMENT:**

A: Memorandum of Understanding # DPSS-0002760 with HHPWS

  
Steven Atkeson 4/5/2021

  
Gregory H. Priarios, Director County Counsel 4/5/2021

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

**MEMORANDUM OF UNDERSTANDING:** DPSS-0002760

**AGENCIES:** Department of Public Social Services & Department of Housing, Homeless Prevention and Workforce Solutions

**TERM:** November 18, 2020 through June 30, 2022

**MAXIMUM REIMBURSABLE AMOUNT:** \$1,658,558

This Memorandum of Understanding, DPSS-0002760, (hereinafter referred to as "MOU") is made and entered into by and between the County of Riverside's Department of Public Social Services (hereinafter referred to as "DPSS") and the County of Riverside's Department of Housing, Homelessness Prevention and Workforce Solutions (hereinafter referred to as "HHPWS" or "Contractor"), both as departments of the County of Riverside, a political subdivision of the State of California ("County"). HHPWS and DPSS may be referred to hereinafter collectively as the "Parties."

**WHEREAS**, the ongoing outbreak of the novel coronavirus (COVID-19) has had a significant impact on the global economy. In particular, the impact on the ability of seniors, disabled, and homeless individuals from accessing emergency non-congregate shelter (NCS) protective placements (e.g., hotel/motels). On March 11, 2020, the World Health Organization declared that the outbreak of COVID-19 constitutes a "pandemic." Public health responses have included travel restrictions, quarantines, and curfews; and

**WHEREAS**, on March 17, 2020, the Governor signed Senate Bill 89, emergency legislation that authorizes \$500 million in immediately available funding to help California fight COVID-19 for any purpose related to the March 4, 2020 State of Emergency Proclamation, including to support local governments to protect the health and safety of homeless populations, reduce the spread of COVID-19 in homeless populations, and provide safe beds for people experiencing homelessness; and,

**WHEREAS**, this MOU is entered into pursuant to the Governor's Executive Order N-32-20 dated March 18, 2020, and other Executive Orders related thereto, which provides local governments with additional flexibilities to expand emergency shelter and isolation capacity for people experiencing homelessness during the COVID-19 pandemic, and is directly related to that emergency, and necessary for the preservation of public health and safety; and,

**WHEREAS**, the Parties enter into this MOU in reliance upon the aforementioned proclamation and executive orders and that the County will seek reimbursement from the State of California and the federal government to make County whole for its expenditures related thereto. All provisions of this MOU shall be read and construed in a manner that is consistent with this stated purpose; and,

**WHEREAS**, DPSS desires to partner with HHPWS to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and HHPWS; and,

APR 13 2021 3.14 @ 3.21

**NOW THEREFORE**, DPSS and HHPWS do hereby covenant and agree that HHPWS shall provide said services in return for monetary compensation, all in accordance with the T&C contained herein.

<b>Authorized Signature for DPSS</b> <i>Sayori Baldwin</i>	<b>Authorized Signature for HHPWS:</b> <i>Heidi Marshall</i>
Printed Name of Person Signing: Sayori Baldwin	Printed Name of Person Signing: Heidi Marshall
Title: Director, DPSS	Title: Director, HHPWS
Address: 4060 County Circle Dr. Riverside, CA 92503	Address: 3403 Tenth Street, Suite 300 Riverside, CA 92501
Date Signed: Mar 12, 2021	Date Signed: Mar 11, 2021

Approved as to Form  
Gregory P. Priamos  
County Counsel

FORM APPROVED COUNTY COUNSEL  
BY: *[Signature]* 4/5/2021 DATE  
AMRIT P. DHILLON

By: *Esen Sainz* Mar 11, 2021  
Esen Sainz  
Deputy County Counsel

TABLE OF CONTENTS

- I. DEFINITIONS ..... 4
- II. OBJECTIVE ..... 4
- III. DPSS RESPONSIBILITIES ..... 4
- IV. HHPWS RESPONSIBILITIES ..... 5
  - A. SCOPE OF SERVICE ..... 5
  - B. REPORTING ..... 6
  - C. FISCAL ..... 7
    - 1. MAXIMUM REIMBURSABLE AMOUNT ..... 7
    - 2. METHOD, TIME, AND SCHEDULE CONDITIONS OF PAYMENT ..... 7
    - 3. SUPPLANTATION ..... 8
    - 4. DISALLOWANCE ..... 8
  - D. ADMINISTRATIVE ..... 8
    - 1. CONFIDENTIALITY ..... 8
    - 2. ASSIGNMENT ..... 9
    - 3. COMPLIANCE WITH RULES, REGULATIONS AND DIRECTIVES ..... 9
- V. GENERAL ..... 9
  - A. EFFECTIVE PERIOD ..... 9
  - B. SUBCONTRACTS FOR SERVICES ..... 9
  - C. NOTICES ..... 10
  - D. AVAILABILITY OF FUNDING ..... 10
  - E. DISPUTES ..... 10
  - F. TERMINATION ..... 11
  - G. MODIFICATION OF TERMS ..... 11
  - H. SIGNED IN COUNTERPARTS ..... 11
  - I. ELECTRONIC SIGNATURES ..... 11
  - J. ENTIRE AGREEMENT ..... 11
  - K. FEDERAL PROVISIONS ..... 11
  - L. CALIFORNIA EMERGENCY SERVICES ACT ..... 12

List of Exhibits

- Exhibit A – Journal Entry Worksheet
- Exhibit B – DPSS Emergency Housing Intake Form
- Exhibit C – FEMA Contract Requirements
  - Attachment B1 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
  - Attachment B2 - Certification Regarding Lobbying

## TERMS AND CONDITIONS

## I. DEFINITIONS

- A. "APS" refers to Adult Protective Services.
- B. "APS Client(s)" refers to a DPSS client(s) who is 65 years or older. These adults are unable to meet their own needs or are victims of abuse, neglect, or exploitation.
- C. "CDC" refers to the Centers for Disease Control and Prevention.
- D. "CDSS" refers to the California Department of Social Services.
- E. "Client(s)" refers to individuals who are at least 65 years of age or older or have underlying medical conditions or are medically compromised. This group of people are significantly more likely to need hospitalization and require critical care if infected with COVID-19.
- F. "COVID-19" refers to the Coronavirus disease 2019.
- G. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this MOU.
- H. "FEMA" refers to the Federal Emergency Management Agency.
- I. "HHPWS" refers to the County of Riverside Department of Housing, Homelessness Prevention & Workforce Solutions.
- J. "High-Risk" is defined by the CDC as people of all ages with underlying medical conditions, particularly if not well controlled. These conditions include, but are not limited to, people with chronic lung disease or moderate to severe asthma, people who have serious heart conditions, are immunocompromised, severely obese, have diabetes, or are being treated for cancer.
- K. "PRK" refers to Project RoomKey or Project Roomkey Rehousing Strategy. For purposes of this MOU, Project Roomkey or Project Roomkey Rehousing Strategy are used interchangeably.

## II. OBJECTIVE

- A. To provide non-congregate shelter options for people experiencing homelessness, protect human life, and minimize strain on health care system capacity, through the PRK initiative, which was established in March 2020 as part of the state response to the COVID-19 pandemic.
- B. Project Roomkey gives people who are experiencing homelessness and are recovering from COVID-19 or have been exposed to COVID-19 a place to recuperate and properly quarantine outside of a hospital. It also provides a safe place for isolation for people who are experiencing homelessness and at high risk for medical complications should they become infected.
- C. The Project Roomkey Rehousing Strategy is designed to quickly provide dedicated resources to ensure PRK units remain available throughout the continued public health emergency related to COVID-19 and to ensure that homelessness is non-recurring. PRK units are intended to be temporary, emergency shelter options, while also serving as a pathway to permanent housing.

## III. DPSS RESPONSIBILITIES

- A. Assign a staff liaison between DPSS and HHPWS.



- B. Review DPSS/APS Client(s) service plan(s) and coordinate with HHPWS to arrange services in which housing and/or rental assistance is required. These clients shall be referred for the purposed of PRK participation.
- C. Assist DPSS/APS Client(s) in completing the referral form for PRK participation. The form is attached hereto and incorporated by this reference as Exhibit B.
- D. DPSS may monitor the performance of the HHPWS in meeting the terms, conditions and services in this MOU. DPSS, at its sole discretion, may monitor performance through any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and self-monitoring.

#### IV. HHPWS RESPONSIBILITIES

##### A. SCOPE OF SERVICE

1. Assign a staff liaison between HHPWS and DPSS.
2. Provide administrative and operational leadership to effectively continue the PRK program. PRK shall be operated in a manner consistent with the core components of Housing First enumerated in [Welfare and Institutions Code \(WIC\) section 8255](#).
3. Assist with processing new PRK referrals, coordinating placements and overseeing stays into motels, hotels, or trailers. HHPWS shall prioritize room availability provided through local PRK initiatives for individuals experiencing homelessness – as follows:
  - a) Homeless individuals who test positive for COVID-19 that do not require hospitalization, but need isolation or quarantine (including those exiting from hospitals); and,
  - b) Homeless individuals who have been exposed to COVID-19 (as documented by a state or local public health official, or medical health professional) that do not require hospitalization, but need isolation or quarantine; and
  - c) Homeless individuals who are asymptomatic, but are at “high-risk,” such as people over 65 or who have certain underlying health conditions (such as respiratory issues, compromised immunities, chronic disease, etc.), as defined by the CDC.
4. Assist with conducting housing and wellness check-ins, linking Client(s) to mainstream benefits, housing assistance programs and other programs to help coordinate self-sufficiency and exits into permanent housing.
5. Ensure Client(s) that go into the hotels complete an Emergency Shelter Client Agreement and a Code of Conduct Form to acknowledge the rules/guidelines for PRK program participation.
6. Assist Client(s) in identifying and prioritizing the action steps needed to achieve housing stability and developing strategies to overcome barriers to success.
7. Ensure Client(s) are provided with transportation to proper hotel/motel location(s) based on the Client(s) need.
8. Provide housing-related case management services to Client(s) participating in PRK and assist Client(s) in accessing obligations of tenancy and achieving housing stability.

9. Coordinate with DPSS staff to ensure APS Clients are referred to PRK participation and notify DPSS when vacancies become available.
10. Coordinate with community coalitions to maintain systems to safely isolate, quarantine, or provide medical respite for people who have been exposed or are suspected or confirmed to be positive for COVID-19.
11. Provide housing navigation efforts to support Client(s) in finding safe and decent housing that is affordable and sustainable to Client(s). Affordability and sustainability are based on the Client(s) income and may be achieved through rental subsidies, connections to permanent housing, and/or care facilities.
12. Assist with recruiting new landlords, identifying potential vacancies, matching Client(s) to prospective units and facilitating successful linkages (lease-ups) to units and existing housing subsidies (i.e. Section 8, HUD-VASH, HOPWA).
13. Assist Client(s) with processing hotel payments and hotel voucher extensions.
14. Assist Client(s) in making higher level or care placements, such as board and care settings.
15. Respond to referrals of new clients within seven (7) business days, including completing the COVID Housing & Wellness Intake Tool, enrollment into the Homeless Management Information System (HMIS), and completing the Emergency Housing Application.
16. Assist Client(s) with move-in costs and housing stabilization costs, including security, utility and pet deposits, storage fees, and costs associated with making home habitable (i.e. furniture and appliances).
17. Communicate with hotel vendors on a weekly basis in order to maintain a current and accurate list of clients occupying emergency housing (i.e. hotel and motel rooms, in addition to trailers).
18. Ensure all Clients are provided with an exit strategy, which should include housing options and ultimately a permanent housing placement. All files shall be specified in the clients' individual service plan.
19. Ensure individuals entering or returning to a congregate setting, such as an emergency shelter or residential treatment program, have documentation of their recovery and appropriateness to be in a non-isolated, congregate setting.
20. Collect and directly report PRK and Rehousing participant data to CDSS including, but not limited to, daily non-congregate shelter information and regular rehousing and outcomes data as determined by CDSS.

#### B. REPORTING

As a component of the state emergency response to COVID-19, HHPWS is required to directly report PRK data daily to CDSS through the online data portal. CDSS requests daily updates to identify the total point-in-time count of rooms or trailers committed and occupied for that day. The daily reports must include updates on both hotel, motels, and trailers, if applicable. HHPWS shall submit reports, as requested by the State and DPSS, to comply with the reporting

requirements outlined by the States Project Roomkey and Rehousing Strategy. Minimum reporting requirements are outlined below.

**1. Hotels/Motels Data Collection:**

Hotel/motel data will continue to be due daily at 1 p.m. with the exception of weekends and holidays. The portal will collect, at minimum:

- a) Information on all hotels and motels available to-date with occupancy agreements or alternative arrangements with the County for purposes of PRK
- b) Population being sheltered (i.e., COVID-19 positive, exposed to COVID-19, asymptomatic but "high risk")
- c) Number of rooms committed or reserved at the hotel/motel
- d) Number of rooms occupied by PRK clients
- e) Number of participants in each hotel/motel site
- f) Whether or not there is a formal agreement executed with the hotel/motel.

**2. Trailer Portal Data Collection:**

Data on trailer usage will continue to be due daily at 1 p.m. with the exception of weekends and holidays. The portal will collect, at minimum:

- a) Information on trailer sites hosting PRK trailers
- b) Total number of trailers available at the site
- c) Total number of trailers reserved for target populations
- d) Total number of trailers with occupants
- e) Determination of move-in ready status
- f) Certification of adequate data tracking for purposes of FEMA reimbursement of trailer use.

**3. Participant Exit Data Collection:**

Exit data will be submitted twice a month. The online portal will collect, at minimum:

- a) Total participants served to date; and
- b) Total participants that have exited into:
  - i. Permanent housing
  - ii. Congregate shelter
  - iii. Other non-congregate shelter
  - iv. Unsheltered/vehicle/street
  - v. Unknown
  - vi. Other

**C. FISCAL**

**1. MAXIMUM REIMBURSABLE AMOUNT**

Total payment under this MOU shall not exceed in aggregate **\$1,658,558**. HHPWS shall utilize the PRK and Rehousing Strategy funds allocated in accordance with the eligible uses and funding terms and conditions outlined within the [All County Welfare Directors Letter \(ACWDL\) dated November 18, 2020.](#)

**2. METHOD, TIME, AND SCHEDULE CONDITIONS OF PAYMENT**

- a. HHPWS will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation is not provided, DPSS may delay payment until the information is received by DPSS.
  1. Required Supporting Documentation. To receive payment, HHPWS shall submit the following supporting documentation: PRK referral for services; and a monthly service log that includes program participant's first and last name, date of service, duration, and description of service provided.
- b. All completed claims must be submitted on a monthly basis no later than 30 calendar days after the end of each month in which the services were provided. All completed claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- c. DPSS shall initiate the Journal Entry and submit a Journal Entry Worksheet (Exhibit A) and forward a copy of the Journal Entry to HHPWS accompanied by the supporting documentation of the payroll register and timesheet. Exhibit A is attached hereto and incorporated herein by this reference for request of all payments.
- d. Each claiming period shall consist of a calendar month claiming period. Invoice estimates for May and June are due no later than the 5th of June. Actual invoices for May and June are due no later than the 30th of July.

### 3. SUPPLANTATION

HHPWS shall not supplant any federal, state, or county funds intended for the purpose of this MOU with any funds made available under any other MOU, shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue, and agrees that it will not use funds received pursuant to this MOU, 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 DPSS.

### 4. DISALLOWANCE

In the event HHPWS receives payment for services under this MOU which is later disallowed for nonconformance with the terms and conditions herein by DPSS, it shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to HHPWS under any MOU with DPSS.

## D. ADMINISTRATIVE

### 1. CONFIDENTIALITY

HHPWS shall maintain the confidentiality of all information and records related to this MOU and shall comply with all other statutory laws and regulations relating to privacy and confidentiality.

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

The Parties to this MOU shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to HHPWS shall be considered and kept confidential by HHPWS, its staff, agents, employees, and volunteers. HHPWS shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this MOU before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the HHPWS by DPSS.

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

## 2. ASSIGNMENT

The Parties shall not assign any interest in this MOU, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the other party. Any attempt to assign or delegate any interest without the prior written consent of the other party shall be deemed void and of no force or effect.

## 3. COMPLIANCE WITH RULES, REGULATIONS AND DIRECTIVES

HHPWS shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

# V. GENERAL

## A. EFFECTIVE PERIOD

This MOU shall be effective November 18, 2020 ("Effective Date") and shall continue in effect through June 30, 2022 with the option to renew for two (2) additional one-year periods, unless terminated earlier. HHPWS shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. The Parties mutually agree to review, and if necessary, update and amend this MOU annually.

## B. SUBCONTRACTS FOR SERVICES

1. HHPWS shall not enter into any subcontract with any subcontractor who:
  - a. Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
  - b. Has within a three-year period preceding this MOU 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;

- c. 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
  - d. Has within a three-year period preceding this MOU had one or more public transactions (federal, state or local) terminated for cause or default.
2. HHPWS shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this MOU.

C. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this MOU shall be addressed as follows:

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

Agency: Department of Housing, Homelessness Prevention and Workforce Solutions  
3403 Tenth Street, Suite 300  
Riverside, CA 92501

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this MOU, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services  
Fiscal/Management Reporting Unit  
4060 County Circle Drive  
Riverside, CA 92503

D. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any MOU is contingent upon the availability of funds from which payment can be made.

E. DISPUTES

Except as otherwise provided in this MOU, any dispute concerning a question of fact arising under this MOU, which is not disposed by this MOU, shall be disposed as follows.

There will be three phases of Dispute Resolution and they are as follows:

1. Phase 1

This phase of dispute resolution will be called "Phase 1 Informal Resolution," and it will be conducted between the DPSS liaison and the HHPWS liaison using the MOU and other supporting documentation maintaining a level of reason, logic and common sense. Phase 1 must be documented.

2. Phase 2

This phase of dispute resolution will be called "Phase 2 Formal Resolution," and it will be between the Assistant Director of DPSS and/or his/her designee(s) and the Assistant Director of HHPWS and/or his/her designee(s). This incident must be written as a note to file.

3. Phase 3

This phase of dispute resolution will be called "Phase 3 Formal Dispute Resolution," and will be conducted by the Director of HHPWS and the Managing Director or the Director of DPSS.

Both Parties shall strive to ensure any disputes will not disrupt the delivery of services to elderly households.

F. TERMINATION

This MOU may be terminated with or without cause by either party by giving thirty (30) days written notification to the other party.

G. MODIFICATION OF TERMS

No addition to or alteration of the terms of this MOU, whether by written or verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both Parties.

H. SIGNED IN COUNTERPARTS

This MOU 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.

I. ELECTRONIC SIGNATURES

Each party to this MOU agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this MOU. The Parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

J. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

K. FEDERAL PROVISIONS

The Parties acknowledge and agree that this MOU is subject to the federal requirements for seeking FEMA reimbursements, including the federal provisions in Exhibit D attached hereto and incorporated herein. Should there be any conflict between the provisions of this MOU and Exhibit D, the terms and conditions in Exhibit D shall govern.

L. CALIFORNIA EMERGENCY SERVICES ACT

The Parties acknowledge and agree that they are public agencies providing emergency services under the California Emergency Services Act (California Government Code §§ 8550 et seq.) to address the COVID-19 pandemic emergency situation and are subject to certain immunities with respect thereto. Neither party shall be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform, a discretionary function or duty on the part of either party, or the County of Riverside, or any employee or agent thereof, in carrying out its provisions.



**EXHIBIT A  
JOURNAL ENTRY WORKSHEET**

COUNTY OF RIVERSIDE  
JOURNAL ENTRY WORKSHEET

PAGE 1 OF 1

EXHIBIT A

TRANS TYPE: JE      JE DATE:      FY:

JE NUMBER: \_\_\_\_\_

Debit Doc Total	Credit Doc Total
\$0.00	\$0.00

SET ID: RVCO

Line #	BUS UNIT (5)	ACCOUNT (6)	FUND (5)	DEPT ID (10)	PROGRAM (5)	CLASS (10)	PROJECT/GRANT (15)	(+)	(-)	DESCRIPTION (30)
								DEBIT AMOUNT	CREDIT AMOUNT	
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

CASH DEBIT

CASH CREDIT

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

PREPARED BY \_\_\_\_\_ PHONE \_\_\_\_\_

PREPARED BY \_\_\_\_\_ PHONE \_\_\_\_\_

CREATED BY: MONICA SALAS  
G:\Staff Files\T Chappell\Forms\Journal Entry Worksheet 4-03-16\JE Worksheet

**EXHIBIT B**  
**DPSS Emergency Housing Intake Form**

# EMERGENCY HOUSING INTAKE

Please understand that this Emergency Housing is only to be provided through the course of the pandemic to support individuals more susceptible to COVID-19. Emergency Housing assistance *will terminate* once this pandemic has been resolved. During your time in emergency housing, a team will work with you on your goals (ie. employment, accessing mainstream benefits, etc.) to support you with a pathway out of homelessness.

A. CONSUMER INFORMATION				
Last Name:		First Name:		M.I.:
SSN:		DOB:		Age:
Gender: M F O		Marital Status:		Veteran: Yes or No
Ethnicity (circle): African America Asian/Asian American Caucasian Hispanic Native America Pacific Islander Other				
Adult(s) to be housed:	# Male:	Ages:	# Female:	Ages:
Children (<18) to be housed	# Male:	Ages:	# Female:	Ages:
B. LAST KNOWN ADDRESS (prior to homelessness)				
Street Address:				
City:		State:		Zip:
Reason for Leaving:				
C. CURRENT HOUSING SITUATION				
Lives with: (circle) Alone w/Family w/Friend(s)				
County of Residence: (circle) Riverside San Bern. Orange Los Angeles Other:				
Where did Consumer stay last night? (circle) Outdoors Shelter Own or someone else's apt. room or house Hotel, SRO or R&B Halfway House of Residential TX Program Corrections/Detention Institution (psych, medical inpatient, or SNF/IMD) Other *Unknown				
Length Homeless: (circle)	A. Continuously homeless 12 months or more		B. Four (4) episodes of homelessness in past three (3) years	
C. Other (specify):				
D. Probation/Parole Information				
Convicted of a Felony?: YES NO		If yes? Date:	City:	
Nature of Offense: (circle all that apply) Non-Violent Violent Theft Sex Offense				
Disposition (circle all that apply) Time Served Probation/Parole Complete# Active				
If Active, end date of Probation/Parole. Release of Information for Probation/Parole attached: Y or N				
E. CURRENT INCOME STATUS				
Monthly Income Amount:				
Source of Income: (circle all that apply): Employed SSDI SSI State Disability Veterans Benefits Unemployment TANF Gen. Relief Other				
Applied for Benefits: YES NO If Yes: a) Type: b) Date Applied:				
F. SPECIAL ISSUES				
Special Issues: (check ALL that apply)				
<input type="checkbox"/> Severe mental illness is indicated				
<input type="checkbox"/> Drug abuse disorder is indicated				
<input type="checkbox"/> Alcohol abuse disorder is indicated				
<input type="checkbox"/> I certify, under penalty of perjury, that the information completed above is true and correct.				
Participant Signature:			Date:	

**EXHIBIT C  
FEMA CONTRACT REQUIREMENTS****FEDERAL PROVISIONS****I. DEFINITIONS**

- A. Government** means the United States of America and any executive department or agency thereof.
- B. FEMA** means the Federal Emergency Management Agency.
- C. Third Party Subcontract** means a subcontract at any tier entered into by Contractor or a subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

**II. FEDERAL CHANGES**

- A.** Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.
- B.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**III. ACCESS TO RECORDS**

- A.** The Contractor agrees to provide DPSS, the State of California, FEMA, the Comptroller General of the United States or any their authorized representatives access to any work sites pertaining to the work being completed under this Agreement, and any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B.** The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C.** The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date DPSS makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the DPSS, State of California, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

**IV. DEBARMENT AND SUSPENSION**

- A.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B.** Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is

debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.

- C. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment B1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment B1, Contractor is the “prospective lower tier participant.”
- D. The Contractor further agrees that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- E. This certification is a material representation of fact relied upon by DPSS. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, and DPSS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- F. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

#### V. **NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR**

- A. DPSS and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the DPSS, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### VI. **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** (applicable to all construction contracts awarded meeting the definition of “federally assisted construction contract” under 41 CFR 60-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60-1.4(b) is hereby incorporated by reference.

- A. Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- B. Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of

Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- D. Contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

**VII. ANTI-KICKBACK ACT COMPLIANCE** (applicable to all contracts and subgrants for construction or repair work above \$2,000 when the Davis-Bacon Act also applies)  
Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874, 40 U.S.C. § 3145) as supplemented in Department of Labor regulations (29 CFR Part 3), which are incorporated by reference herein.

- A. This clause, and any other clauses as FEMA may by appropriate instructions require, shall be inserted into any subcontracts, and lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor.
- B. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as provided in 29 CFR § 5.12.

**VIII. DAVIS-BACON ACT COMPLIANCE** (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement of DPSS's expenses incurred in connection with the services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below.

- A. The Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>. Additionally, wages are required to be paid not less than once a week.
- B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at [www.wdol.gov](http://www.wdol.gov). Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop down menu for State, select, "California." In the drop down menu for County, select "Riverside." In the drop down menu for Construction Type, make the appropriate selection. Then, click Search.

**IX. CONTRACT WORK HOURS AND SAFETY STANDARDS** (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

- A. **Compliance:** Contractor agrees that it shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
- B. **Overtime:** No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- C. Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of paragraph B of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by paragraph B.
- D. Withholding for unpaid wages and liquidated damages:** DPSS shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.
- E. Subcontracts:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

#### **X. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS**

- A.** Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
  - 1) The copyright in any work developed with the assistance of funds provided under this Agreement;
  - 2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.
- B.** The Contractor agrees to include paragraph A above in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **XI. PATENT RIGHTS** (applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8))

- A. General.** If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, HHPWS and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.
- B.** Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), HHPWS and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.
- C.** The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

**XII. CLEAN AIR AND WATER REQUIREMENTS** (applicable to all contracts and subcontracts in excess of \$150,000)

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1388).
- B. Contractor agrees to report each violation of these requirements to DPSS and understands and agrees that DPSS will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency (EPA) Regional Office.
- C. The Contractor agrees to include these requirements in each third-party subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**XIII. TERMINATION FOR CONVENIENCE** (applicable to all contracts in excess of \$10,000)

See Paragraph L. in Section V. of the Agreement.

**XIV. TERMINATION FOR DEFAULT** (applicable to all contracts in excess of \$10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement. See Paragraph M. in Section V. of the Agreement.

**XV. CHANGES.**

See Paragraph K. in Section VI. of the Agreement.

**XVI. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)**

- A. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to HHPWS.
- B. Contractor agrees to the provisions of Attachment B2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
- C. Contractor agrees to include these requirements in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**XVII. MBE / WBE REQUIREMENTS**

HHPWS intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the Contractor shall take all necessary affirmative steps to procure Minority and Women's Business Enterprises, and labor surplus area firms ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

PRIME CONTRACTOR RESPONSIBILITIES

All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area

firms are used when possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

#### "GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

- A. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- F. If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

### **XVIII.**

#### **PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)**

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

- A. In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated item unless the product cannot be acquired-
  1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.



**XIX. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS**

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference, including but not limited to procurement standards for non-Federal entities found in 2 CFR 200.318-326. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement and where in direct conflict, the most restrictive rule shall control. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any HHPWS requests that would cause DPSS to be in violation of the FEMA terms and conditions.

**XX. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**XXI. DHS SEAL, LOGO, AND FLAGS.**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**Attachment B1****CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, HHPWS may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

**Instruction for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –  
Lower Tier Covered Transactions***

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

*Heidi Marshall*

\_\_\_\_\_  
Contractor Signature

Mar 11, 2021

\_\_\_\_\_  
Date

**Attachment B2**

**CERTIFICATION REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 an 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 making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

*Heidi Marshall*

Mar 11, 2021

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

Heidi Marshall **Director**

\_\_\_\_\_  
Contractor Name and Title