

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



ITEM: 3.22  
(ID # 14815)

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

**FROM:** PUBLIC SOCIAL SERVICES AND HOUSING, HOMELESSNESS PREVENTION  
AND WORKFORCE SOLUTIONS:

**SUBJECT:** PUBLIC SOCIAL SERVICES (DPSS) and HOUSING, HOMELESSNESS  
PREVENTION AND WORKFORCE SOLUTIONS (HHPWS): Accept the Housing for the Harvest  
Expansion Allocation from the California Department of Social Services (CDSS); Ratify and Approve  
the Memorandum of Understanding (MOU) #DPSS-0002806 with the Department of Housing,  
Homelessness Prevention and Workforce Solutions (HHPWS) to Support Agricultural Workers, Farm  
and Food Processing Employees Quarantining Safely Due to COVID-19 Pandemic; and, Approve  
the Form of the Subrecipient Agreement for the Harvest Expansion Program, Through June 30,  
2022; [District: 4]; [Total Cost \$1,351,000 and up to \$1,000,000 in additional compensation - 100%  
State Funding]

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

1. Accept the Housing for the Harvest Expansion Allocation from the California Department of Social Services (CDSS) in the amount of \$1,351,000 and up to \$1,000,000 in additional compensation;
2. Ratify and approve the Memorandum of Understanding # DPSS-0002806 between Department of Public Social Services (DPSS) and Department of Housing, Homelessness Prevention and Workforce Solutions (HHPWS) (the "MOU") to support agricultural workers, farm and food processing employees quarantining safely due to COVID-19 pandemic, for a total contract amount of \$1,351,000, through June 30, 2022;
3. Authorize the Director of DPSS, or designee, to take all necessary steps to administer the Housing for the Harvest program and sign any certifications, assurances, reports, or other related documents required by CDSS to effectuate the MOU, approved as to form by County Counsel, and consistent with the Board's approval;

Continued on Page 2

**ACTION:**

  
Heidi Marshall, Director, Housing, Homelessness Prevention 3/25/2021


  
Sanyal Baldwin, DPSS Director 4/1/2021

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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: DPSS, HHPWS

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

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

4. Authorize the Director of HHPWS, or designee, to take all necessary steps to administer the Housing for the Harvest program and sign any certifications, assurances, reports, or other related documents required by DPSS and CDSS to effectuate the MOU, approved as to form by County Counsel, and consistent with the Board's approval;
5. Approve the form of the Subrecipient's Agreement for the Use of State Housing for the Harvest Funds for the Riverside County Harvest Housing Program (Subrecipient's Agreement);
6. Authorize the Director of HHPWS, or designee, to execute a Subrecipient's Agreement with TODEC Legal Center to serve as program lead for the Harvest Expansion program, substantially conforming in form and substance to the attached Subrecipient's Agreement, subject to approval as to form by County Counsel;
7. Authorize the Director of DPSS, or designee, to sign amendments, approved as to form by County Counsel, that a) make modifications to the scope of work that stay within the intent of the MOU, and b) make modifications to the compensation provisions that do not exceed \$1,000,000 in additional funds if allocated by CDSS; and
8. Authorize the Director of HHPWS, or designee, to sign amendments, approved as to form by County Counsel, that a) make modifications to the scope of work that stay within the intent of the Subrecipient's Agreement, b) extend the term of the Subrecipient's Agreement, and c) make modifications to the compensation provisions that do not exceed \$1,000,000 if allocated by CDSS.

Continued on Page 3



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<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>	\$1,351,000	\$	\$1,351,000	
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> State Funding: 100%			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	20/21

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

**BACKGROUND:**

**Summary**

On July 24, 2020, Governor Gavin Newsom announced the launch of the Housing for the Harvest program. The program is designed to provide temporary hotel housing options for essential farm and food processing employees who are either COVID-19 positive or needing to quarantine due to exposure to the virus. Temporary housing options are provided to those who do not require hospitalization and provides a safe and suitable place to isolate when unable to do so at home.

Since the start of the COVID-19 pandemic, agricultural workers have played an essential role in ensuring the continuity of our food supply. As cases of community-wide transmission of COVID-19 increase, some infected or exposed farm workers and/or food processing employees have limited resources to self-isolate to safely reduce exposure to others while continuing to focus on healthy recovery. Housing for Harvest Program will provide housing options that support agricultural workers through the pandemic.

On August 25, 2020, in Minute Order 3.73, the Board of Supervisors approved the Housing for the Harvest Program and allocated an initial amount of \$1,000,000 in Coronavirus Aid, Relief, and Economic Security Act (CARES) funding to provide aid relief for essential farm and food processing employees living in Riverside County who must quarantine because of exposure to testing positive for COVID-19. The program included comprehensive wraparound services and the establishment of a financial assistance to support employees who have lost income due to COVID-19 illness or quarantine.

Housing, Homelessness Prevention and Workforce Solutions (HHPWS) subcontracted with TODEC Legal Center to provide the wraparound services that included temporary housing, meals, transportation, hygiene products, medical equipment, weekly wellness checks, and financial assistance.

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This second round of funding is only available to Public Welfare Agencies of which DPSS is the designated Welfare Agency for the County. DPSS intends to transfer the funding to HHPWS so that the essential services provided through TODEC may be continued.

**Additional Fiscal Information**

The State has indicated that additional monies may be available in the coming months, up to the Housing for the Harvest Expansion allocation. DPSS is requesting approval to accept future funding up to \$1,000,000.

**Impact on Residents and Businesses**

This program is necessary to ensure agricultural workers, farm and/or food processing employees living in Riverside County have access to housing options necessary to quarantine/isolate to prevent the transmission of COVID-19 while other may need a housing option for healthy recovery. A total of 623 individuals have been assisted through the program to date and the additional funding is expected to help an additional 1,000.

**Contract History and Price Reasonableness**

The Board of Supervisors approved the creation of the Housing Harvest Program (Item 3.73, 8/25/2020) and HHPWS subsequently entered into an agreement with TODEC Legal Center on September 14, 2020 to administer the program. The Board further approved an additional \$750,000 of CARES Act funding for the Housing Harvest program managed by HHPWS on January 12, 2021 (Item 3.22).

**ATTACHMENTS:**

**Attachment A: Memorandum of Understanding # DPSS-0002806 with HHPWS**

**Attachment B: Form of the Subrecipient's Agreement for the Use of State Housing for the Harvest Funds for the Riverside County Harvest Housing Program, including Exhibit A, Scope of Work**

  
Steven Atkeson 4/5/2021

  
Gregory V. Priarios, Director County Counsel 4/1/2021



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

**MEMORANDUM OF UNDERSTANDING:** DPSS-0002806

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

**EFFECTIVE PERIOD:** March 1, 2021 through June 30, 2022

**MAXIMUM REIMBURSABLE AMOUNT:** \$1,351,000

This Memorandum of Understanding, DPSS-0002806, (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 agricultural workers, including farm and food processing employees, 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 July 24, 2020, the Governor announced the launch of the Housing for the Harvest program to provide temporary hotel housing options for essential farm and food processing employees who are either COVID-19 positive or exposed, who do not require hospitalization, to have safe and suitable places to isolate and are unable to do so at home; and

**WHEREAS**, under the proposed funding request in Assembly Bill 85, the California Department of Social Services will Administer the Housing for the Harvest support services expansion, which expands the program to include assistance for those who can safely isolate at home with the support of wrap support services and financial assistance; and

**WHEREAS**, the Riverside County Board of Supervisors on August 25, 2020 (Item 3.73) approved the creation of the Riverside County Housing for the Harvest program and accepted an initial allocation of \$1,000,000 of CARES Act funding, and on January 12, 2021 (Item 3.22) authorized the reallocation of \$750,000 of CARES Act funding for the Housing for the Harvest program managed by HHPWS; 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,

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.

APR 13 2021 3.22

**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,

**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>	<b>Authorized Signature for HHPWS:</b>
<b>Printed Name of Person Signing:</b> Sayori Baldwin	<b>Printed Name of Person Signing:</b> Heidi Marshall
<b>Title:</b> Director, DPSS	<b>Title:</b> Director, HHPWS
<b>Address:</b> 4060 County Circle Dr. Riverside, CA 92503	<b>Address:</b> 5555 Arlington Ave Riverside, CA 92504
<b>Date Signed:</b>	<b>Date Signed:</b>

FORM APPROVED COUNTY COUNSEL  
 BY: Esen E Sainz 4-1-21  
 ESEN E SAINZ DATE

FORM APPROVED COUNTY COUNSEL  
 BY: Amrit P Dhillon 4/1/2021  
 AMRIT P DHILLON DATE



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List of Exhibits

Exhibit A – Journal Entry Worksheet

## TERMS AND CONDITIONS

## I. DEFINITIONS

- A. "CDSS" refers to the California Department of Social Services that is providing funding for the Housing for the Harvest program.
- B. "Client(s)" refers to agricultural workers, farm and food processing employees, defined as employees in occupations or industries as defined by Industrial Welfare Commission wage orders 3, 8, 13 and 14 or similar industries and occupations.
- C. "COVID-19" refers to the Coronavirus disease 2019.
- D. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this MOU.
- E. "HHPWS" refers to the County of Riverside Department of Housing, Homelessness Prevention and Workforce Solutions.

## II. OBJECTIVE

- A. To support agricultural workers, farm and food processing employees quarantining safely and prevent further workplace and community transmission.
- B. To support wraparound services offered to Clients.
- C. Expand the Housing for the Harvest program to fund at-home quarantine.
- D. Provide direct financial assistance to Clients quarantining at home or in hotels.

## III. DPSS RESPONSIBILITIES

- A. Assign a staff to liaison between DPSS and HHPWS.
- B. DPSS shall disburse funds to HHPWS when received and in accordance with the Terms and Conditions of this MOU for the administration of the Housing for the Harvest program.
- C. DPSS shall ensure that funds allocated to the county are used in accordance with the eligible uses specified in the Housing for the Harvest All County Welfare Director Letter issued on March 1, 2021.
- D. DPSS shall ensure that Housing for the Harvest services are operated consistent with all state and federal laws.
- E. 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 to liaison between HHPWS and DPSS.



2. Provide operational leadership to effectively continue the Housing for the Harvest program.
3. Ensure the implementation of wraparound services to Clients, to include, but not be limited to:
  - a. One-time funds for housing assistance.
  - b. Meal services and food
  - c. Transportation
  - d. Hygiene products
  - e. Medical equipment
  - f. Wellness Checks
4. Oversee the subcontractor responsible for administration of the Housing for the Harvest program in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds.

#### B. REPORTING

HHPWS shall collect Housing for the Harvest participant data and report to CDSS to include, but not limited to, weekly participant totals and financial assistance provided.

#### C. FISCAL

##### 1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this MOU shall be \$1,351,000.

##### 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.
- 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 services were provided. All completed claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
  - i. Required Supporting Documentation. To receive payment, HHPWS shall submit documentation for costs incurred in connection to the program to include, but not be limited to: referrals 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.
- 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 5<sup>th</sup> of June. Actual invoices for May and June are due no later than the 30<sup>th</sup> of July.

3. ADVANCE PAYMENT

HHPWS may request a one-time advance payment in an amount up to 25% of the State Allocation Amount upon written request to DPSS.

4. 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.

5. 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 March 1, 2021 ("Effective Date") and shall continue in effect through June 30, 2022, 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 in writing from time to time.

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  
5555 Arlington Ave  
Riverside, CA 92504

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 Director or Managing 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 MOU.

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 MOU

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

JOURNAL ENTRY WORKSHEET

COUNTY OF RIVERSIDE								PAGE 1 OF 1		EXHIBIT A					
JOURNAL ENTRY WORKSHEET															
TRANS TYPE: JE		JE DATE:		FY:											
JE NUMBER:								Debit Doc Total		Credit Doc Total					
								\$0.00		\$0.00					
SET ID: RIVCO								(+)		(-)					
Line#	BUS UNIT (5)	ACCOUNT (6)	FUND (5)	DEPT ID (10)	PROGRAM (6)	CLASS (10)	PROJECT/GRANT (15)	DEBIT AMOUNT	CREDIT AMOUNT	DESCRIPTION (30)					
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9															
10															
CASH DEBIT							CASH CREDIT								
APPROVED BY				DATE				APPROVED BY				DATE			
PREPARED BY				PHONE				PREPARED BY				PHONE			
<small>CREATED BY: MONICA SALAS                  G:\Self Files\T Chappel\Forms\Journal Entry Worksheet 4-03.xls\JE Worksheet</small>															



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**SUBRECIPIENT'S AGREEMENT FOR THE USE OF  
STATE HOUSING FOR THE HARVEST FUNDS  
FOR THE RIVERSIDE COUNTY HARVEST HOUSING PROGRAM**

5 This Subrecipient's Agreement ("Agreement"), for the use of funding from the California  
6 Department of Social Services ("CDSS") made available under Assembly Bill 85, herein after  
7 "Housing for the Harvest," is made and entered into as of the Effective Date (defined herein), by  
8 and between, **County of Riverside**, a political subdivision of the State of California, hereinafter  
9 referred to as "COUNTY", and **TODEC LEGAL CENTER**, a California public benefit  
10 corporation, hereinafter referred to as "SUBRECIPIENT".

11 W I T N E S S E T H:

12 WHEREAS, Housing for the Harvest Program ("H4H") made available under Assembly Bill  
13 85, provides that grant funds for the purpose of the H4H expansion is to support wraparound services  
14 and financial assistance for agricultural and food processing workers who have tested positive for  
15 or have been exposed to COVID-19 so that they may isolate or quarantine, and to prevent further  
16 spread in communities already disproportionately impacted by COVID-19 and

17 WHEREAS, COUNTY's Department of Public Social Services ("DPSS") has received an  
18 allocation of H4H funding in the amount of \$1,351,000 from CDSS for the COUNTY; and

19 WHEREAS, DPSS and Riverside County Department of Housing, Homelessness Prevention  
20 and Workforce Solutions ("HHPWS") have negotiated that certain Memorandum of Understanding  
21 DPSS-0002806 ("MOU") that allows HHPWS to manage the H4H funds; and

22 WHEREAS, H4H is a countywide program that provides temporary housing options for  
23 essential farm and food processing employees who are either COVID-19 positive or have been  
24 exposed to COVID-19 and do not require hospitalization, to have safe and suitable places to isolate  
25 when they are unable to do so at home; and

26 WHEREAS, COUNTY has determined SUBRECIPIENT is qualified to carry out the  
27 necessary program and administrative activities under H4H; and

28 WHEREAS, COUNTY shall require SUBRECIPIENT to provide unrestricted financial

1 assistance grants from H4H to qualified farm and food processing employees who can demonstrate  
2 they have tested positive for COVID-19 or have been exposed and require financial assistance to be  
3 able to quarantine and self-isolate so as to not expose and spread the virus;

4 NOW, THEREFORE, the COUNTY and SUBRECIPIENT mutually agree as follows:

5 1. PURPOSE. SUBRECIPIENT promises and agrees to undertake and assist with  
6 COUNTY's H4H activities by utilizing the sum of \$1,311,000 ("H4H Funds"), as specifically  
7 identified in Exhibit A, which is attached hereto and incorporated herein by this reference.

8 2. TERM OF AGREEMENT. This Agreement shall become effective upon the Effective  
9 Date, as defined herein, and shall continue in full force and effect until June 30, 2021.

10 3. COMPLETION SCHEDULE. SUBRECIPIENT shall proceed consistent with Section  
11 IV as set forth in Exhibit A.

12 4. EXTENSION OF TIME. Pursuant Assembly Bill 85 and the States H4H funding, the  
13 program will end of as June 30, 2021. Should the State extend the H4H program the COUNTY  
14 reserves the right to extend the term of this agreement.

15 5. LETTER TO PROCEED. SUBRECIPIENT shall not initiate nor incur expenses for  
16 the H4H funded project/activity covered under the terms of this Agreement prior to receiving written  
17 authorization from COUNTY to proceed.

18 6. NOTICES. Each notice, request, demand, consent, approval or other  
19 communication (hereinafter in this Section referred to collectively as "notices" and referred to singly  
20 as a "notice") which the COUNTY or SUBRECIPIENT is required or permitted to give to the other  
21 party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and  
22 sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered  
23 shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or  
24 other similar national overnight courier) designating early morning delivery (any notice so delivered  
25 shall be deemed to have been received on the next business day following receipt by the courier); or  
26 (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a  
27 post office regularly maintained by the United States Postal Service (any notice so sent shall be  
28 deemed to have been received two days after mailing in the United States), addressed to the



1 respective parties as follows:

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
Heidi Marshall, Director County of Riverside HHPWS 5555 Arlington Avenue Riverside, CA 92504	Luz Gallegos, Community Programs Director TODEC Legal Center 234 South D Street Perris, CA 92570

7 7. DISBURSEMENT OF FUNDS. COUNTY'S Board of Supervisors shall determine the  
8 final disbursement and distribution of all funds received by COUNTY under H4H consistent with  
9 the provisions of Sections 1 and 2 of this Agreement. COUNTY, through HHPWS, shall: (1) make  
10 payments of the grant funds to SUBRECIPIENT as set forth in Exhibit A, attached hereto, and (2)  
11 monitor the H4H funded activity to ensure compliance with COUNTY's Harvest Housing Program  
12 guidelines, applicable federal regulations, and the terms of this Agreement.

13 8. PAYMENT OF FUNDS. The COUNTY shall pay to the SUBRECIPIENT the sum  
14 specified in Section 1 and pursuant to the Funding Schedule stated in Exhibit A, Section V. The  
15 SUBRECIPIENT shall submit to the Director of Housing, Homelessness Prevention, and Workforce  
16 Solutions, on or about the 1st of each month, in writing, a certified statement, in a format acceptable  
17 to the COUNTY, that sets forth in detail the estimated expenditures to be made for direct grant  
18 assistance to eligible non-profit organizations and direct program staffing, technical assistance  
19 providers, and other program related expense including but not limited to: materials, supplies,  
20 marketing, travel, and indirect costs. If the COUNTY elects to utilize monthly funding advances,  
21 the COUNTY will transfer the funds within ten (10) days of receiving an approved funding advance  
22 request.

23 By the twenty fifth (25th) of the subsequent month, SUBRECIPIENT shall submit a  
24 certified statement, in a format acceptable to COUNTY, that details and provides any and all  
25 supporting documentation requested for the exact expenditures paid through the H4H funding  
26 advance and permit the COUNTY to make its determination as to allowable costs.

27 In accordance with California Government Code Section 926.10, the COUNTY is not  
28 permitted to pay excess interest of late charges.

1           9.     RECORDS AND INSPECTIONS.

2           a.     SUBRECIPIENT shall establish and maintain financial, programmatic,  
3 statistical, and other supporting records of its operations and financial activities in accordance with  
4 the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal  
5 Awards (2 CFR Part 200) as it relates to the acceptance and use of federal funds under this  
6 Agreement. Said records shall be retained for a period of three (3) years from the date that the activity  
7 or program funded with the H4H grant is closed out by the COUNTY and reported as complete to  
8 the Board of Supervisors. Exceptions to the three-year retention period requirement, pursuant to 2  
9 CFR 200.333 include the following:

10           i.     if any litigation, claim, or audit is started prior to the expiration of the  
11 three (3) period;

12           ii.    when the SUBRECIPIENT is notified in writing by the COUNTY or a  
13 Federal agency to extend the retention period;

14           b.     SUBRECIPIENT shall maintain a separate account for H4H funding received as set  
15 forth in Exhibit A.

16           c.     SUBRECIPIENT shall obtain an external audit in accordance with the Uniform  
17 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR  
18 Section 200.500). Audits shall usually be performed annually but not less frequently than every two  
19 years. Nonprofit institutions and government agencies that expend less than \$750,000 a year in  
20 federal awards are exempt from federal audit requirements, but records must be available for review  
21 by appropriate officials of the federal grantor agency or subgranting entity. The audit report shall be  
22 submitted to the COUNTY within 180 days after the end of the COUNTY'S fiscal year.

23           d.     SUBRECIPIENT shall, during normal business hours make available to  
24 COUNTY and to authorized Federal Agencies for examination and copying all of its records and  
25 other materials with respect to matters covered by this Agreement.

26           10.    COMPLIANCE WITH LAWS AND REGULATIONS. The SUBRECIPIENT shall  
27 comply with all applicable federal, state and local laws, regulations and ordinances. By executing  
28 this Agreement, the SUBRECIPIENT hereby certifies that it will adhere to and comply with the



1 following as they may be applicable to a SUBRECIPIENT of funds granted pursuant to the H4H  
2 program funds:

3 a. Compliance with Executive Order 11246 of September 24, 1965, entitled  
4 "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and  
5 as supplemented in Department of Labor Regulations (41 CFR Part 60). The SUBRECIPIENT will  
6 not discriminate against any employee or applicant for employment because of race, color, religion,  
7 sex, or national origin. SUBRECIPIENT shall ensure that all qualified applicants will receive  
8 consideration for employment without regard to race, color, religion, sex or national origin. The  
9 SUBRECIPIENT will take affirmative action to ensure that applicants are employed and the  
10 employees are treated during employment, without regard to their race color, religion, sex, or  
11 national origin. Such actions shall include, but are not limited to, the following: employment, up-  
12 grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of  
13 compensation; and selection for training, including apprenticeship. The SUBRECIPIENT agrees to  
14 post in a conspicuous place, available to employees and applicants for employment, notices to be  
15 provided by the County setting forth the provisions of this non-discrimination clause;

16 b. Executive Order 11063, as amended by Executive Order 12259, and  
17 implementing regulations at 24 CFR Part 107;

18 c. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended,  
19 and implementing regulations;

20 f. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and  
21 implementing regulations;

22 g. The regulations, policies, guidelines and requirements of the Uniform  
23 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR  
24 Part 200) as they relate to the acceptance and use of federal funds under the federally-assigned  
25 program;

26 h. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing  
27 regulations issued at 24 CFR Part 1;

28 i. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended; and

1           j.       *Rights to Data and Copyrights*: Contractors and consultants agree to comply  
2 with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part  
3 27.404-3, Federal Acquisition Regulations (FAR).

4           k.       *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*)  
5 (*42 U.S.C.A. 7401 et seq.*) and the *Federal Water Pollution Control Act* (*33 U.S.C.A. Section 1251*  
6 *et seq.*), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a  
7 provision that requires the recipient to agree to comply with all applicable standards, orders or  
8 regulations issued pursuant to the *Clean Air Act* (*42 U.S.C.A. 7401 et seq.*) and the *Federal Water*  
9 *Pollution Control Act* as amended (*33 U.S.C.A. Section 1251 et seq.*). Violations shall be reported  
10 to HUD and the Regional Office of the Environmental Protection Agency (EPA).

11           l.       *Anti-Lobbying Certification* (*31 U.S.C.A. 1352*): The language of the  
12 certification set forth below shall be required in all contracts or subcontracts entered into in  
13 connection with this grant activity and all SUBRECIPIENTS shall certify and disclose accordingly.  
14 This certification is a material representation of fact upon which reliance was placed when this  
15 transaction was made or entered into. Submission of this certification is a prerequisite for making  
16 or entering into this transaction imposed by. Section 1352, Title 31, U.S. code. Any person who  
17 fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and  
18 no more than \$100,000 for such failure.

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

20                   No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to  
21 any person for influencing or attempting to influence an officer or employee of any agency, a  
22 Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress  
23 in connection with the awarding of any Federal contract, the making of any Federal grant, the  
24 making of any Federal loan, the entering into of any cooperative agreement, and the extension,  
25 continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or  
26 cooperative agreement;

27                   If any funds other than Federal appropriated funds have been paid or will be paid to  
28 any person for influencing or attempting to influence an officer or employee of any agency, a



1 Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress  
2 in connection with this Federal contract, grant loan or cooperative agreement, he/she will complete  
3 and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its  
4 instructions.”

5 m. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689):* No  
6 contract shall be made to parties listed on the General Services Administration's List of Parties  
7 Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549  
8 and 12689, “Debarment and Suspension,” as set forth at 2 CFR Part 2424. This list contains the  
9 names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared  
10 ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards  
11 that exceed the small purchase threshold shall provide the required certification regarding its  
12 exclusion status and that of its principal employees.

13 n. *Drug-Free Workplace Requirements:* The Anti-Drug Abuse Act of 1988 (41  
14 U.S.C.A. Section 8101-8103) requires grantees (including individuals) of federal agencies, as a  
15 prior condition of being awarded a grant, to certify that they will provide drug-free workplaces.  
16 Each potential recipient must certify that it will comply with drug-free workplace requirements in  
17 accordance with the Act and with HUD's rules at 2 CFR Part 2424.

18 o. *Access to Records and Records Retention:* The Subrecipient or Contractor, and  
19 any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County  
20 officials or authorized representatives access to the work area, as well as all books, documents,  
21 materials, papers, and records of the Subrecipient or Contractor, and any sub-consultants or sub-  
22 contractors, that are directly pertinent to a specific program for the purpose of making audits,  
23 examinations, excerpts, and transcriptions. The Subrecipient or Contractor, and any sub-consultants  
24 or sub-contractors, further agree to maintain and keep such books, documents, materials, papers,  
25 and records, on a current basis, recording all transactions pertaining to this agreement in a form in  
26 accordance with generally acceptable accounting principles. All such books and records shall be  
27 retained for such periods of time as required by law, provided, however, notwithstanding any  
28 shorter periods of retention, all books, records, and supporting detail shall be retained for a period

1 of at least four (4) years after the expiration of the term of this Agreement.

2 p. *Federal Employee Benefit Clause*: No member of or delegate to the Congress  
3 of the United States, and no Resident Commissioner shall be admitted to any share or part of this  
4 agreement or to any benefit to arise from the same.

5 q. *Energy Efficiency*: Mandatory standards and policies relating to energy  
6 efficiency which are contained in the State energy conservation plan issued in compliance with the  
7 Energy Policy and Conservation Act (Pub. L. 94 - 163, Dec. 22, 1975; 42 U.S.C.A. Section 6201,  
8 et. seq., 89 Stat.871).

9 r. *Procurement of Recovered Materials (2 CFR 200.322.)*: A non-Federal entity  
10 that is a state agency or agency of a political subdivision of a state and its contractors must comply  
11 with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901, et seq.),  
12 as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002  
13 include procuring only items designated in guidelines of the Environmental Protection Agency  
14 (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable,  
15 consistent with maintaining a satisfactory level of competition, where the purchase price of the item  
16 exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded  
17 \$10,000; procuring solid waste management services in a manner that maximizes energy and  
18 resource recovery; and establishing an affirmative procurement program for procurement of  
19 recovered materials identified in the EPA guidelines.

20 11. LEAD AGENCY FOR COMPLIANCE WITH THE CALIFORNIA  
21 ENVIRONMENTAL QUALITY ACT (CEQA). Pursuant to 14 CCR Section 1501 (d), COUNTY  
22 is designated as the lead agency for the project that is the subject matter of this Agreement.

23 12. HOLD HARMLESS AND INDEMNIFICATION. SUBRECIPIENT shall indemnify  
24 and hold harmless the County of Riverside, its Agencies, Districts, Special Districts, and  
25 Departments, their respective directors, officers, Board of Supervisors, elected and appointed  
26 officials, employees, agents and representatives from any liability whatsoever, based or asserted  
27 upon any services of SUBRECIPIENT, its officers, employees, subcontractors, agents or  
28 representatives arising out of or in any way relating to this Agreement, including but not limited to



1 property damage, bodily injury, or death or any other element of any kind or nature whatsoever  
2 arising from the performance of SUBRECIPIENT, its officers, agents, employees, subcontractors,  
3 or representatives from this Agreement. SUBRECIPIENT shall defend, at its sole expense, all costs  
4 and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements  
5 or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

6 With respect to any action or claim subject to indemnification herein by SUBRECIPIENT,  
7 SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their own choice and shall  
8 have the right to adjust, settle, or compromise any such action or claim without the prior consent of  
9 COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner  
10 whatsoever limits or circumscribes SUBRECIPIENT'S indemnification to COUNTY as set forth  
11 herein.

12 SUBRECIPIENT'S obligation hereunder shall be satisfied when SUBRECIPIENT has  
13 provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for  
14 the action or claim involved.

15 The specified insurance limits required in this Agreement shall in no way limit or circumscribe  
16 SUBRECIPIENT'S obligations to indemnify and hold harmless the COUNTY herein from third  
17 party claims. The hold harmless and indemnification obligations set forth herein shall survive the  
18 termination and expiration of this Agreement.

19 13. INSURANCE. Without limiting or diminishing the SUBRECIPIENT'S obligation to  
20 indemnify or hold the COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to  
21 be maintained, at its sole cost and expense, the following insurance coverage's during the term of  
22 this Agreement.

23 a. Workers' Compensation:

24 If the SUBRECIPIENT has employees as defined by the State of California, the  
25 SUBRECIPIENT shall maintain statutory Workers' Compensation Insurance (Coverage A) as  
26 prescribed by the laws of the State of California. Policy shall include Employers' Liability  
27 (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per  
28 accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

1           b.     Commercial General Liability:

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

9           c.     Vehicle Liability:

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

16          d.     General Insurance Provisions - All lines:

17           (i).    Any insurance carrier providing insurance coverage hereunder shall be  
18 admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8)  
19 unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk  
20 Manager waives a requirement for a particular insurer such waiver is only valid for that specific  
21 insurer and only for one policy term.

22           (ii).   The SUBRECIPIENT'S insurance carrier(s) must declare its insurance self-  
23 insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions  
24 shall have the prior written consent of the County Risk Manager before the commencement of  
25 operations under this Agreement. Upon notification of self-insured retention unacceptable to the  
26 COUNTY, and at the election of the County's Risk Manager, SUBRECIPIENT'S carriers shall  
27 either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the  
28 COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations,



1 claims administration, and defense costs and expenses.

2 (iii). SUBRECIPIENT shall cause SUBRECIPIENT'S insurance carrier(s) to  
3 furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance  
4 and certified original copies of Endorsements effecting coverage as required herein, and 2) if  
5 requested to do so orally or in writing by the County Risk Manager, provide original Certified copies  
6 of policies including all Endorsements and all attachments thereto, showing such insurance is in full  
7 force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of  
8 the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside  
9 prior to any material modification, cancellation, expiration or reduction in coverage of such  
10 insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage,  
11 this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such  
12 effective date, another properly executed original Certificate of Insurance and original copies of  
13 endorsements or certified original policies, including all endorsements and attachments thereto  
14 evidencing coverage's set forth herein and the insurance required herein is in full force and effect.  
15 *SUBRECIPIENT shall not commence operations until the COUNTY has been furnished original*  
16 *Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified*  
17 *original policies of insurance including all endorsements and any and all other attachments as*  
18 *required in this Section. An individual authorized by the insurance carrier to do so on its behalf*  
19 *shall sign the original endorsements for each policy and the Certificate of Insurance.*

20 (iv). It is understood and agreed to by the parties hereto that the SUBRECIPIENT'S  
21 insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles  
22 and/or self-insured retention's or self-insured programs shall not be construed as contributory.

23 (v). If, during the term of this Agreement or any extension thereof, there is a  
24 material change in the scope of services; or, there is a material change in the equipment to be used  
25 in the performance of the scope of or, the term of this Agreement, including any extensions thereof,  
26 exceeds three (3) years, the COUNTY reserves the right to adjust the types of insurance required  
27 under this Agreement and the monetary limits of liability for the insurance coverage's currently  
28 required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of

1 insurance carried by the SUBRECIPIENT has become inadequate.

2 (vi). SUBRECIPIENT shall pass down the insurance obligations contained herein  
3 to all tiers of subcontractors working under this Agreement.

4 (vii). The insurance requirements contained in this Agreement may be met with a  
5 program(s) of self-insurance acceptable to the COUNTY.

6 (viii). SUBRECIPIENT agrees to notify COUNTY of any claim by a third party or  
7 any incident or event that may give rise to a claim arising from the performance of this Agreement.

8 14. FEDERAL REQUIREMENTS. SUBRECIPIENT is to comply with those regulations  
9 found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for  
10 Federal Awards (2 CFR Part 200).

11 15. PROGRAM INCOME. COUNTY may approve, at its sole and absolute discretion, any  
12 request from SUBRECIPIENT to retain program income pursuant to 2 CFR Section 200.307.

13 16. INDEPENDENT CAPACITY. The SUBRECIPIENT is, for purposes relating to this  
14 Agreement, an independent contractor and shall not be deemed an employee, officer, or agent of the  
15 COUNTY. It is expressly understood and agreed that the SUBRECIPIENT (including its  
16 employees, agents and subcontractor's) shall in no event be entitled to any benefits to which the  
17 COUNTY employees are entitled, including but not limited to overtime, any retirement benefits,  
18 worker's compensation benefits, and injury leave or other leave benefits. There shall be no  
19 employer-employee relationship between the parties; and the SUBRECIPIENT shall hold the  
20 COUNTY harmless from any and all claims that may be made against the COUNTY based upon  
21 any contention by a third party that an employer-employee relationship exists by reason of this  
22 Agreement. It is further understood and agreed by the Parties that the SUBRECIPIENT in the  
23 performance of this Agreement is subject to the control or direction of the COUNTY merely as to  
24 the results to be accomplished and not as to the means and methods for accomplishing the results.

25 17. NONDISCRIMINATION. SUBRECIPIENT agrees to abide by and include in any  
26 subcontracts to perform work under this Agreement, the following clause:

27 "During the performance of this Agreement SUBRECIPIENT and its subcontractors shall not  
28 unlawfully discriminate against any employee or applicant for employment because of race,



1 religion, color, national origin, ancestry, physical disability, medical condition, marital status,  
2 age (over 40) or sex. SUBRECIPIENT and subcontractors shall insure that the evaluation and  
3 treatment of their employees and applicants for employment are free of such discrimination.  
4 SUBRECIPIENT and subcontractors shall comply with the provisions of the Fair Employment  
5 and Housing Act (California Government Code Section 12900 et seq.). The applicable  
6 regulations of the Fair Employment and Housing Commission implementing California  
7 Government Code Section 12990 et seq., set forth in Chapter 1 of Division 4.1 of Title 2 of  
8 the California Administrative Code are incorporated into this Agreement by reference and  
9 made a part hereof as if set forth in full. SUBRECIPIENT and its subcontractors shall give  
10 written notice of their obligations under this clause to labor organizations with which they have  
11 a collective bargaining or other agreement."

12 18. PROHIBITION AGAINST CONFLICTS OF INTEREST.

13 a. SUBRECIPIENT and its assigns, employees, agents, consultants, officers and  
14 elected and appointed officials shall become familiar with and shall comply with the Uniform  
15 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR  
16 Part 200).

17 b. The Subrecipient shall maintain a written code or standards of conduct that  
18 shall govern the performance of its officers, employees or agents engaged in the award and  
19 administration of contracts supported by Federal funds.

20 c. No employee, officer or agent of the Subrecipient shall participate in the  
21 selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of  
22 interest, real or apparent, would be involved.

23 d. No covered persons who exercise or have exercised any functions or  
24 responsibilities with respect to H4H program activities, or who are in a position to participate in a  
25 decision-making process or gain inside information with regard to such activities, may obtain a  
26 financial interest in any contract, or have a financial interest in any contract, subcontract, or  
27 agreement with respect to the H4H program assisted activity, or with respect to the proceeds from  
28 the H4H program assisted activity, either for themselves or those with whom they have business or

1 immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of  
2 this paragraph, a "covered person" includes any person who is an employee, agent, consultant,  
3 officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public  
4 agency.

5 e. SUBRECIPIENT understands and agrees that no waiver or exception can be  
6 granted to the prohibition against conflict of interest except upon written approval of COUNTY.

7 f. Prior to any funding under this Agreement, SUBRECIPIENT shall provide  
8 COUNTY with a list of all employees, agents, consultants, officers and elected and appointed  
9 officials who are in a position to participate in a decision-making process, exercise any functions or  
10 responsibilities, or gain inside information with respect to the H4H program activities funded under  
11 this Agreement. SUBRECIPIENT shall also promptly disclose to COUNTY any potential conflict,  
12 including even the appearance of conflict, that may arise with respect to the H4H program activities  
13 funded under this Agreement.

14 g. Any violation of this section shall be deemed a material breach of this  
15 Agreement, and the Agreement shall be immediately terminated by the COUNTY.

16 19. LOBBYING. The SUBRECIPIENT certifies to the best of its knowledge and belief,  
17 that:

18 a. No federally appropriated funds have been paid or will be paid, by or on behalf  
19 of the undersigned, to any person for influencing or attempting to influence an officer or employee  
20 of any agency, a member of Congress, an officer or employee of Congress, or an employee of a  
21 member of Congress in connection with the awarding of any federal contract, the making of any  
22 federal grant, the making of any federal loan, the entering into of any cooperative agreement, and  
23 the extension, continuation, renewal, amendment, or modification of any federal contract, grant,  
24 loan, or cooperative agreement.

25 b. If any funds other than federally appropriated funds have been paid or will be  
26 paid to any person for influencing or attempting to influence an officer to employee of any agency,  
27 a member of Congress, an officer or employee of Congress, or an employee of a member of Congress  
28 in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall



1 complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance  
2 with its instructions.

3 c. The undersigned shall require that the language of this certification be included  
4 in the award documents for all subawards at all tiers (including subcontracts, subgrants, and  
5 contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify  
6 and disclose accordingly. This certification is a material representation of fact upon which reliance  
7 was placed when this transaction was made or entered into.

8 20. TERMINATION.

9 a. SUBRECIPIENT. SUBRECIPIENT may not terminate this Agreement except  
10 upon express written consent of COUNTY, pursuant to 2 CFR Section 200.339 (a)(4).

11 b. COUNTY. Notwithstanding the provisions of Paragraph 20a, COUNTY may  
12 suspend or terminate this Agreement upon written notice to SUBRECIPIENT of the action being  
13 taken and the reason for such actions including but not limited to the following reasons:

14 (1) In the event SUBRECIPIENT fails to perform the covenants herein  
15 contained at such times and in such manner as provided in this Agreement; or

16 (2) In the event there is a conflict with any federal, state or local law,  
17 ordinance, regulation or rule rendering any of the provisions of this Agreement invalid or untenable;

18 or

19 (3) In the event the H4H funding is terminated or otherwise becomes  
20 unavailable.

21 c. This Agreement may be terminated and/or funding suspended, in whole or in  
22 part, for cause in accordance with the Uniform Administrative Requirements, Cost Principles, and  
23 Audit Requirements for Federal Awards (2 CFR Section 200.339). Cause shall be based on the  
24 failure of the SUBRECIPIENT to materially comply with either the terms or conditions of this  
25 Agreement. Upon suspension of funding, the SUBRECIPIENT agrees not to incur any costs related  
26 thereto, or connected with, any area of conflict from which the COUNTY has determined that  
27 suspension of funds is necessary.

28 d. Upon expiration of this Agreement, the SUBRECIPIENT shall transfer to the

1 COUNTY any H4Ht funds on hand at the time of expiration of the Agreement as well as any  
2 accounts receivable held by SUBRECIPIENT which are attributable to the use of H4H program  
3 funds awarded pursuant to this Agreement.

4 21. PUBLICITY. Any publicity generated by SUBRECIPIENT for the project funded  
5 pursuant to this Agreement, during the term of this Agreement, will make reference to the  
6 contribution of the COUNTY and the Riverside County Harvest Housing Program.

7 22. PROGRAM MONITORING AND EVALUATION. SUBRECIPIENT shall be  
8 monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of  
9 this Agreement and the effective and efficient achievement of the goals of the COUNTY's Harvest  
10 Housing Program, as set forth in Exhibit A, attached hereto. SUBRECIPIENT shall be monitored  
11 and evaluated in terms of its effectiveness and timely compliance with the provisions of this  
12 Agreement.

13 23. ENTIRE AGREEMENT. This Agreement, including any attachments or exhibits  
14 hereto constitutes the entire Agreement of the parties with respect to its subject matter and  
15 supersedes all prior and contemporaneous representations, proposals, discussions and  
16 communications, whether oral or in writing. No oral understanding or agreement not incorporated  
17 herein shall be binding on any of the parties hereto. Each of the attachments and exhibits attached  
18 hereto is incorporated herein by this reference.

19 24. SEVERABILITY. Each paragraph and provision of this Agreement is severable from  
20 each other provision, and if any provision or part thereof is declared invalid, the remaining  
21 provisions shall nevertheless remain in full force and effect.

22 25. MINISTERIAL ACTS. The Director of the COUNTY's Department of Housing,  
23 Homelessness Prevention, and Workforce Solutions or designee(s) are authorized to take such  
24 ministerial actions as may be necessary or appropriate to implement the terms, provisions, and  
25 conditions of this Agreement as it may be amended from time to time by COUNTY.

26 26. SOURCE OF FUNDING. SUBRECIPIENT acknowledges that the source of funding  
27 pursuant to this Agreement is the State H4H program funds.

28 27. ASSIGNMENT. The SUBRECIPIENT shall not make any assignment or transfer in



1 any other form with respect to this Agreement, without prior written approval of the COUNTY.

2 28. INTERPRETATION AND GOVERNING LAW. This Agreement and any dispute  
3 arising hereunder shall be governed by and interpreted in accordance with the laws of the State of  
4 California. This Agreement shall be construed as a whole according to its fair language and common  
5 meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to  
6 the effect that ambiguities are to be resolved against the drafting party shall not be employed in  
7 interpreting this Agreement, all parties having been represented by counsel in the negotiation and  
8 preparation hereof.

9 29. WAIVER. Failure by a party to insist upon the strict performance of any of the  
10 provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon  
11 the default of the other party, shall not constitute a waiver of such party's right to insist and demand  
12 strict compliance by the other party with the terms of this Agreement thereafter.

13 30. JURISDICTION AND VENUE. Any action at law or in equity arising under this  
14 Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the  
15 validity of any provision of this Agreement shall be filed only in the Superior Court of the State of  
16 California, located in Riverside, California, and the parties hereto waive all provisions of law  
17 providing for the filing, removal or change of venue to any other court or jurisdiction.

18 31. AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits  
19 attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they  
20 have the authority to execute this Agreement and warrant and represent that they have the authority  
21 to bind the respective parties to this Agreement to the performance of its obligations hereunder.

22 32. EFFECTIVE DATE. The effective date of this Agreement is the date the parties sign  
23 the Agreement. If the parties sign the Agreement on more than one date, then the last date the  
24 Agreement is signed by a party shall be the effective date.

25 33. COUNTERPARTS/DIGITAL SIGNATURES. This Agreement may be executed  
26 in any number of counterparts, each of which will be an original, but all of which together will  
27 constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures,  
28 such as digital signatures that meet the requirements of the California Uniform Electronic Transactions

1 Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties  
2 further agree that the electronic signatures of the parties included in this Agreement are intended to  
3 authenticate this writing and to have the same force and effect as manual signatures. Electronic  
4 signature means an electronic sound, symbol, or process attached to or logically associated with an  
5 electronic record and executed or adopted by a person with the intent to sign the electronic record  
6 pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic  
7 signature for transactions and contracts among parties in California, including a government agency.  
8 Digital signature means an electronic identifier, created by computer, intended by the party using it to  
9 have the same force and effect as the use of a manual signature, and shall be reasonably relied upon  
10 by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as  
11 defined in subdivision (i) of Section 1633.2 of the Civil Code."

12 34. FORCE MAJEURE.

13 a. Performance by either party hereunder shall not be deemed to be in default where  
14 delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires,  
15 casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight  
16 embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe  
17 weather, inability to secure necessary labor, material or tools, delays of any contractor, sub-  
18 contractor or supplier, acts of the other party, acts or failure to act of a public or governmental  
19 agency or entity, or any causes beyond the control or without the fault of the party claiming an  
20 extension of time to perform.

21 b. An extension of time for any such cause (a "Force Majeure Delay") shall be for the  
22 period of the enforced delay and shall commence to run from the time of the commencement of the  
23 cause, if notice by the party claiming such extension is sent to the other party within thirty (30)  
24 calendar days of knowledge of the commencement of the cause. Notwithstanding the foregoing,  
25 none of the foregoing events shall constitute a Force Majeure Delay unless and until the party  
26 claiming such delay and interference delivers to the other party written notice describing the event,  
27 its cause, when and how such party obtained knowledge, the date the event commenced, and the  
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estimated delay resulting therefrom. Any party claiming a Force Majeure Delay shall deliver such written notice within thirty (30) calendar days after it obtains knowledge of the event.

35. BINDING ON SUCCESSORS. SUBRECIPIENT, its heirs, assigns and successors in interest, shall be bound by all the provisions contained in this Agreement, and all of the parties thereto shall be jointly and severally liable hereunder.

36. MODIFICATION OF AGREEMENT. This Agreement may be modified or amended only by a writing signed by the duly authorized and empowered representatives of COUNTY and SUBRECIPIENT, respectively.

[Signatures to Follow]

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

COUNTY OF RIVERSIDE,  
a political subdivision of the  
State of California

TODEC LEGAL CENTER,  
a California public benefit corporation

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Name: Heidi Marshall

Name: Luz Gallegos


Title: Director, HHPWS

Title: Community Programs Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
Gregory P. Priamos, County Counsel

By:   
Amrit P. Dhillon,  
Deputy County Counsel



**EXHIBIT A****RIVERSIDE COUNTY HARVEST HOUSING PROGRAM  
SUBRECIPIENT AGREEMENT - SCOPE OF WORK****I. GENERAL INFORMATION**

<b>SUBRECIPIENT NAME:</b> TODEC Legal Center	<b>DUNS #:</b> 00-830-5166
<b>ADDRESS:</b> 234 South D Street	
Perris, CA 92570	
<b>PROGRAM CONTACTS:</b>	Luz Gallegos, Community Programs Director
<b>PHONE:</b> (951) 443-8458	<b>FAX:</b> (951) 943-1955
<b>E-MAIL:</b> <a href="mailto:luzgallegos@todec.org">luzgallegos@todec.org</a>	
<b>PROJECT NAME:</b>	Riverside County Harvest Housing Program
<b>PROJECT LOCATION:</b>	Riverside County

**PROJECT FUNDING SUMMARY:**

Stata H4H Funding: \$1,311,000

**II. SCOPE OF SERVICE****A. Activity Summary**

Subrecipient shall be responsible for administering the Riverside County Harvest Housing Program in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds.

TODEC Legal Center (TODEC) shall use \$1,311,000 of H4H funding to provide temporary hotel housing options for essential farm and food processing employees who are either COVID-19 positive or exposed to COVID-19 and who do not require hospitalization, to have safe and suitable places to isolate when they are unable to do so at home. Eligible expenses shall include administrative and technical costs to manage the program and the cost to assist each recipient. Grant awards are limited to the following:

- 1) Assistance shall only be provided to farm and food processing employees that can document that: 1) they are employed in the farm or food processing profession, 2) they have tested positive for COVID-19 or have been exposed to COVID-19 and require to self-isolate ("Participant" or "Household");
- 2) Meals, transportation or other miscellaneous supplies may be provided for the duration of the time a Participant or household has been asked to quarantine by a doctor;
- 3) Financial assistance is limited to a one-time assistance of \$500 if the Participant opts to self-isolate in their own home or \$1,000 if the Participant agrees to self-isolate at a hotel provided through H4H program.
- 4) Households must be at or below 80% of the Area Median Income for the County of Riverside as defined by HUD;
- 5) Grant funds may be used to support general operational expenses and/or direct services;
- 6) Funding shall not be used for lobbying efforts.

**B. Levels of Accomplishment – Goals and Performance Measures**

TODEC anticipates serving at least 900 farm worker or food processor households, with \$1,165,000 in H4H funding, distributed across all five (5) Supervisorial Districts. Geographic distribution shall be based on where the Participant lives.

**EXHIBIT A**

Subrecipient shall accept applications over the phone or make other reasonable accommodations as needed. Applications shall be accepted beginning April 1, 2021 through May 30, 2021. The application shall be made available at: [www.todec.org](http://www.todec.org). Subrecipient shall start assisting households starting on or about April 1, 2021.

**C. Subrecipient Capacity**

By executing this Subrecipient Agreement, the Subrecipient certifies that it has the appropriate number of trained and knowledgeable staff, adequate facilities, proper equipment, required licensing and permitting, and sufficient amount of financial resources necessary to implement and carry out the activities funded with the H4H funds. Subrecipient shall immediately notify County of any significant changes in organizational management, assigned staff, change in facilities, loss or change in matching funds, or any other event that could potentially impact Subrecipient's performance under this Agreement. Any changes in the above items are subject to the prior approval of the County, in its sole and absolute discretion.

**D. Performance Monitoring**

The County of Riverside Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above and in the Agreement. Substandard performance as determined by the County shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

**E. Program Budget**

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **\$1,165,200**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in this Section and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).



**EXHIBIT A**

The County may require more detailed budget information, and Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing and in advance by County.

<b>Cost Classification</b>	<b>Budgeted Amount</b>
<b>Program Coordination &amp; Outreach</b>	
TODEC/Program Salaries	104,000
TODEC/Fringe Benefits	22,404
<b>Total Personnel Costs</b>	<b>126,404</b>
<b>Operational Costs</b>	
Telecommunications	1,800
Program Supplies	12,610
Consumable Supplies	2,150
Automobile Expenses	2,300
Postage	2,500
Indirect Costs	14,786
<b>Total Operational Costs</b>	<b>36,146</b>
<b>Direct Services</b>	
Meals & Food / Groceries/ Medical Relate Supplies/ Misc. Supplies (hygiene kits, etc.)+ Transportation + Medical Relate Supplies+ Provision of PPE, at a minimum, face masks and gloves + Laundry service +Provision of toiletries and other necessities @ \$650/ client x 911 clients rounded	452,450
Client Financial Assistance Fund @ \$500 -\$1,000 x 911 clients Rounded	696,000
<b>Total Direct Services</b>	<b>1,148,450</b>
<b>Total Program Costs</b>	<b>1,311,000</b>

**III. ADMINISTRATIVE REQUIREMENTS****A. Accounting Standards**

The Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

**B. Cost Principles**

The Subrecipient shall administer its program in conformance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

**C. Documentation and Record Keeping****1. Records to be Maintained**

The Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:

- i. Records providing a full description of each activity undertaken;

**EXHIBIT A**

- ii. Records demonstrating that each activity undertaken complies with the guidelines of the Riverside County Harvest Housing Program;
- iii. Applications submitted from Participants or Households requesting funding under the Riverside County Housing Harvest Program;
- iv. Records required to determine the eligibility of the Participant or Household income, proof of employment, and doctors' orders; and
- v. Financial records as required by 2 CFR 200.

2. Records Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of three (3) years. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3. Disclosure

The Subrecipient understands that Participant information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by applicable federal and State law unless written consent is obtained from such persons receiving service.

4. Close-outs

The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over Riverside County Nonprofit Assistance Fund, including program income.

5. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, the Controller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits, the Single Audit Act, and the Office of Management and Budget (OMB) Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

**IV. SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS**

- a. Subrecipient shall complete and maintain detailed records for every Participant or Household applying for but not receiving Riverside County Harvest Housing Program funds and shall submit records to County upon request.
- b. Subrecipient shall complete and maintain detailed records for every Participant or Household receiving Riverside County Harvest Housing Program funds and shall submit records to County upon request.
- c. Subrecipient shall maintain and submit to County detailed records of every expense incurred in carrying out the Riverside County Harvest Housing Program and shall submit to County upon request.
- d. Subrecipient shall submit to County by the 20th of each month a summary of all outreach and marketing efforts performed by Subrecipient during the previous month.

**V. FUNDING SCHEDULE**



## **EXHIBIT A**

### **a. Funding Advance for Administrative and Personnel Costs**

TODEC may request a one-time advance payment in an amount up to 25% . All other draws will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation is not provided, HHPWS may delay payment until the information is received.

## **VI. SUBMIT FOR REIMBURSEMENT TO THE STATE FOR MOTEL/HOTEL COSTS**

**Step 1:** Confirm that a Participant is eligible for use of the program. To be eligible the individual must:

- Work in California food processing or agriculture
- Meet FEMA non-congregate sheltering criteria for COVID-19:
  - Have tested positive; or
  - Been exposed (as documented by a state or local public health official, or medical health professional)
- Be unable to self-isolate or quarantine at home

**Step 2:** Collect documentation that the Participant is COVID positive or presumed exposure documentation of COVID-19 from a public health or medical health official

**Step 3:** Provide the Participant the Guest Obligation and Collection, Disclosure, and Use of Personal Information Form, in preferred language. Confirm with the Participant that they are aware of and consent to abide by the terms of the program.

**Step 4:** Complete the Hotels for the Harvest Reservation Request Form. Please ensure that your organization's name and email address are provided at the top of the form.

**Step 5:** Assign the Participant a unique identifier and fill in Column E of the Reservation Request form and on the documentation that the Participant is COVID positive or has had presumed exposure

- Participant's unique identifier should begin with the first four letters of the county in which the Local Administrator is operating followed by a unique number. Unique numbers should start at "01" and should increase sequentially thereafter. For example, the first participant from Fresno County would have a Participant Identification of FRES01.

**Step 6:** Email the Hotels for the Harvest Reservation Request Form to [covid19lodging@dgs.ca.gov](mailto:covid19lodging@dgs.ca.gov)

**Step 7:** You will receive a reservation confirmation and itinerary for the reservations requested at the email address provided. If the Participant also provided an email address, they will receive a copy of the reservation confirmation and itinerary.

**Step 8:** As applicable, coordinate with the individual Participant and the hotel for any special requests

**Step 9:** Coordinate transportation to the hotel and ensure Participant checks into hotel

**Step 10:** Send documentation of COVID positive or presumed exposure to CDFA at:  
CDFA Executive Office  
Attn: Emergency Management Coordinator  
1220 N Street, Room 400  
Sacramento, CA 95814

## **VII. ACTIVITY REPORTING SCHEDULE**

Submit weekly activity reports or as needed.