

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



ITEM: 3.47

(ID # 15353)

MEETING DATE:

Tuesday, June 29, 2021

FROM: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

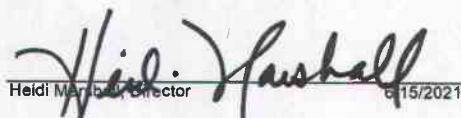
SUBJECT: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS (HHPWS): Approve the 2020 Emergency Solutions Grant - Coronavirus Round 2 (ESG-CV2) Subrecipient Agreement Template, Ratify and Authorize the Director of the Department of HHPWS to execute ESG-CV2 Subrecipient Agreements. All Districts. [Total Cost \$31,589,000]; [Source of Funds: 100% State Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the form of the Template 2020 Subrecipient Agreement for the 2020 Emergency Solutions Grant – Coronavirus Round 2 (ESG-CV2) (Template) for the agreements with subrecipients of the ESG-CV2 awards, Attachment B;
2. Ratify and Authorize the Director of the Department of Housing, Homelessness Prevention and Workforce Solutions (HHPWS), or designee, to execute ESG-CV2 Subrecipient Agreements, as detailed in Attachment A;

Continued on Page 2

ACTION: Policy


Heidi Marshall, Director 6/15/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Jeffries 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: June 29, 2021
xc: HHPWS

Kecia R. Harper
Clerk of the Board

By 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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RECOMMENDED MOTION: That the Board of Supervisors:

3. Ratify and Authorize the Director of the Department of HHPWS, or designee, charged with the responsibility of administering and implementing the Amended Agreement No. 20-ESGCV1-00009 and associated program, to execute the ESG-CV2 Subrecipient Agreements substantially conforming in form and substance to the Template and as approved as to form by County Counsel, with each subrecipient, for the eligible activities, with effective dates from March 4, 2020 and terminating by July 31, 2022, in an amount not to exceed the total grant amount, as set forth in Table A;
4. Authorize the Director of the Department of HHPWS, or designee, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that make modifications to the scope of services that stay within the intent of the agreement; (b) move the allocated funds among the vendors; and (c) sign amendments in relation to the period of performance as approved by HHPWS and/or the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total aggregate cost of the agreements.

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$27,377,133	\$31,589,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State Funding			Budget Adjustment:	No
			For Fiscal Year:	21/22 – 22/23

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

Under the Coronavirus Aid, Relief, and Economic Stimulus (CARES) Act funding, the County of Riverside received a second round of Emergency Solutions Grant (ESG) funding totaling \$31,589,000 to prevent, prepare for, and respond to the Coronavirus among individuals and families in order to quickly support them with regaining stability in permanent housing after experiencing a housing crisis or homelessness. Eligible activities under the ESG program are Rapid Rehousing, Emergency Shelters, and Street Outreach.

The Department of Housing, Homelessness Prevention and Workforce Solutions (HHPWS) has been designated by the County of Riverside as the Administrative Entity (AE) to administer ESG funds provided by the California Department of Housing and Community Development (HCD). The ESG program, authorized by the McKinney-Vento Homeless Assistance Act, as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, provides funding to:

- 1) Engage homeless individuals and families living on the street;
- 2) Improve the number and quality of emergency shelters for homeless individuals and families;
- 3) Help operate these shelters;
- 4) Provide essential services to shelter residents;
- 5) Rapidly re-house homeless individuals and families; and
- 6) Prevent families/individuals from becoming homeless.

During its Regular Meeting on November 10, 2020 (#13838), the Riverside County Board of Supervisors approved and authorized the Director of HHPWS, or designee, to apply for ESG-CV2 funding on behalf of Riverside County. HHPWS accepted the following ESG CV-2 allocation amount of \$31,589,000 to prevent, prepare, and respond to the Coronavirus for expenses incurred retroactive to March 4, 2020 and available through July 31, 2022.

HHPWS obtained feedback and collaborated with the Riverside County Continuum of Care (CoC) Board of Governance (BoG) and worked directly with the County of Riverside Purchasing & Fleet Services Department to release three competitive bid applications between

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March 25 through April 12, 2021. The applications captured unique and separate proposals for street outreach, emergency shelter and rapid rehousing (or rental assistance). There were a total of 29 applications received: (12) street outreach, (11) emergency shelter, and (6) rapid rehousing. The RFP aimed to attract social service providers interested in carrying out direct homeless services in Riverside County. Locally, funds are being used to better coordinate services across all five supervisorial districts, increase supportive services and the number of emergency and permanent beds across county-wide.

The funding recommendations below are ready to be approved by the Riverside County Board of Supervisors. The proposed allocations to each Supervisorial District are based on the needs across each district utilizing data from the Homeless Point-In-Time Count, current distribution of households on the Coordinated Entry By-Name List, and the current locations of households in congregate and non-congregate shelters. Service providers that specialize in delivery of services to unsheltered youth, seniors, families, and other marginalized populations disproportionately impacted by homelessness were prioritized. With the proposed funding recommendations 328 households will be connected to a rapid rehousing program, 226 new emergency shelter beds will be created, and 15,000 unsheltered homeless individuals will be supported through an expansion of the County's street outreach projects.

Table A: 2020 ESG-CV2 Notice of Funding Availability Award Budgets

ELIGIBLE ACTIVITY	SUBRECIPIENT NAME	AMOUNT	SUPERVISORAL DISTRICT
Street Outreach	City of Lake Elsinore	\$385,234.50	1
	City of Murrieta	\$249,114.72	3
	Riverside University Health System – Behavioral Health	\$860,674.00	1, 2, 4, and 5
	Path of Life Ministries	\$319,202.41	2
	Coachella Valley Rescue Mission	\$256,828.00	4
	Operation Safe House, Inc.	\$548,880.00	1, 2, 3, 4 and 5
	Queer Works	\$283,600.00	4
	Martha's Village and Kitchen, Inc.	\$359,812.00	4
	City of San Jacinto	\$227,821.00	3
	Jewish Family Services of San Diego	\$246,639.00	4
	Social Work Action Group	\$570,871.00	1, 3 and 5
	UCR Health	\$134,000.00	1, 2 and 3
TOTAL Street Outreach Awards		\$4,442,676.63	
	Coachella Valley Rescue Mission	\$882,574.00	4

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Emergency Shelter	Martha's Village and Kitchen, Inc.	\$277,200.00	4
	Valley Restart Shelter	\$750,000.00	3
	Martha's Village and Kitchen, Inc.	\$964,135.00	4
	Path of Life Ministries	\$807,739.00	1
	Riverside University Health System– Behavioral Health	\$675,500.00	1, 2, 3, 4 and 5
	Operation Safe House, Inc.	\$468,301.00	1 and 4
	City of Murrieta	\$743,042.00	3
	City of Lake Elsinore	\$296,272.00	1
	Housing Authority of the County of Riverside	\$11,500,819.50	1, 2, 3, 4, and 5
TOTAL EMERGENCY SHELTER		\$17,365,582.50	
Rapid Rehousing	County of Riverside Department of Public Social Services	\$1,596,576.09	1, 2, 3, 4, and 5
	Riverside University Health System – Behavioral Health	\$2,114,560.03	1, 2, 3, and 4
	Inland Southern California 211+	\$1,073,340.27	1, 2, 3, and 5
	Lighthouse Social Service Centers	\$1,200,000.00	1, 2, 3, and 4
	Sigma Beta Xi, Inc.	\$822,000.48	5
	Starting Over, Inc.	\$1,000,968.00	2 and 5
TOTAL RAPID REHOUSING AWARDED		\$7,807,445.37	
HMIS			\$954,296.00
Administration			\$1,019,000.00
Grand Total			\$31,589,000.00

Impact on Residents and Businesses

The Riverside County CoC along with its subrecipients will continue to improve the lives of adults, youth and families experiencing homelessness through local planning efforts, direct housing and service programs funded under these grants. Below are the proposed program outcomes:

- Street outreach: 15,000 people;
- Rapid Rehousing: 328 households; and
- New emergency shelter beds: 226 beds.

Contract History and Price Reasonableness

HHPWS worked with the County of Riverside Purchasing & Fleet Services Department to release three competitive bid applications between March 25 through April 12, 2021.

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ATTACHMENTS:

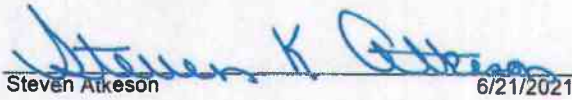
- Attachment A: 2020 Subrecipient Agreement Template for the ESG-CV2 Program
- Attachment B: Amended Agreement No. 20-ESG CV1-00009

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

Attachment A

SUBRECIPIENT NAME	AMOUNT
City of Lake Elsinore	\$385,234.50
City of Murrieta	\$249,114.70
Riverside University Health System– Behavioral Health	\$860,674.00
Path of Life Ministries	\$319,202.41
Coachella Valley Rescue Mission	\$256,828.00
Martha's Village and Kitchen, Inc.	\$277,200
Operation Safe House, Inc.	\$548,880.00
Queer Works	\$283,600.00
Martha's Village and Kitchen, Inc.	\$359,812.00
City of San Jacinto	\$227,821.00
Jewish Family Services of San Diego	\$246,639.00
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Valley Restart Shelter	\$750,000.00
Martha's Village and Kitchen, Inc.	\$964,135.00
Path of Life Ministries	\$807,739.00
Riverside University Health System– Behavioral Health	\$675,500.00
Operation Safe House, Inc.	\$468,301.00
City of Murrieta	\$743,042.00
City of Lake Elsinore	\$296,272.00
Housing Authority of the County of Riverside	\$11,500,819.50
County of Riverside Department of Public Social Services	\$1,596,576.09
Riverside University Health System– Behavioral Health	\$2,114,560.03
Inland Southern California 211+	\$1,073,340.27
Lighthouse Social Service Centers	\$1,200,000.00
Sigma Beta Xi, Inc.	\$822,001.00
Starting Over, Inc.	\$1,000,968.00
Grand Total	\$29,615,704.00

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Steven Atkeson 6/21/2021


Gregory L. Priamos, Director County Counsel 6/20/2021

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 90 PAGES

AGREEMENT NUMBER

20-ESGCV1-00009

AMENDMENT NUMBER

1

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME

County of Riverside

2. The term of this Agreement is:

START DATE

December 17, 2020

THROUGH END DATE

September 30, 2022

3. The maximum amount of this Agreement after this Amendment is:

\$33,066,800.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Add ESG-CV Round 2 funding in the amount of \$31,589,000.00 Exhibits A, B, and D from the original ESG-CV Standard Agreement are replaced and superseded by the attached Exhibits A, B, and D in this Amendment. The original Exhibits A, B, and D have no further force and effect. Add Exhibit F (Contractor's ESG-CV Round 2 Application). This Standard Agreement, including Amendment 1 documents, now encompasses, governs, and restricts ESG-CV funding from the ESG-CV NOFA dated June 1, 2020 (Round 1) and the ESG-CV NOFA dated October 2, 2020 (Round 2).

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

County of Riverside

CONTRACTOR BUSINESS ADDRESS

3403 Tenth Street, Suite 300

CITY

Riverside

STATE

CA

ZIP

92501

PRINTED NAME OF PERSON SIGNING

See Attached

TITLE

See Attached

CONTRACTOR AUTHORIZED SIGNATURE

See Attached

DATE SIGNED

See Attached

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Shaun Singh

TITLE

Contracts Manager, Business & Contract Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

5/24/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

State of California
STANDARD AGREEMENT
Std. 213 (Rev. 04/2020)

County of Riverside
20-ESGCV1-00009, Am.1
Page 2 of 2
Rev. 2/2021

CONTRACTOR

Contractor (If other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF RIVERSIDE

A political subdivision of the State of California

By: Heidi Marshall

Date: 5/19/2021

Heidi Marshall
Director of the HHPWS

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL

By: Lisa Sanchez

Date: 5/19/2021

Lisa Sanchez
Deputy County Counsel III

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

and

Subrecipient

2020 ESG-CV1/CV2

Project Name

HHPWSCoC-ESG-CV

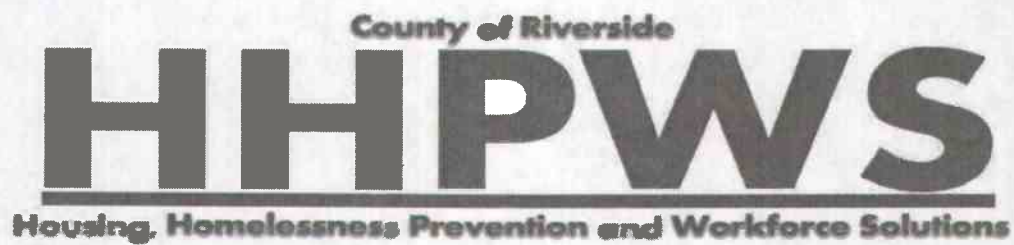


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List of Schedules

Schedule A – Payment Provisions

Schedule B – Scope of Services

List of Attachments

Attachment I – Assurance of Compliance
Attachment II – Forms 2076A and 2076B
Attachment III – ESG Supporting Documentation Instructions
Attachment IV – ESG Time/Activity Report
Attachment V – RFP COARC-003
Attachment VI – Standard Agreement-20-ESG-CV1-00009

This Agreement is made and entered into this ____ day of _____, 21, by and between Subrecipient, a California nonprofit corporation (herein referred to as "SUBRECIPIENT"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing, Homelessness Prevention and Workforce Solutions (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS

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

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

N. "RFP" refers to a Riverside County Request for Proposal.

O. "SUBRECIPIENT" refer to the Subrecipient including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and ISCUW are used interchangeably in this Agreement.

2. DESCRIPTION OF SERVICES

SUBRECIPIENT shall provide all services as outlined and specified in Schedule B, Scope of Services, Attachment I – Assurance of Compliance, Attachment II – Forms 2076A, 2076B & Instructions, Attachment III – ESG Supporting Documentation Instructions, Attachment IV – ESG Time/Activity Report, Attachment V – RFP COARC – 003, Attachment VI –Standard Agreement No. 20-ESG-CV1-00009-, all of which are attached hereto and incorporated herein as referenced.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective upon signature of this Agreement by both parties ("Effective Date") and continues in effect through September 30, 2022, unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter until the end of the period of performance. COUNTY and SUBRECIPIENT agree that all services provided to the Target Population are estimated to be, and shall be, fully performed by September 30, 2022.

4. COMPENSATION

COUNTY shall pay SUBRECIPIENT for services performed, products provided, or expenses incurred in accordance with Schedule A, "Payment Provisions." COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this Agreement. One hundred percent (100%) of ESG-CV1 funds allocated to SUBRECIPIENT, pursuant to this Agreement, shall be Expended by September 30, 2022 ("Expenditure Deadline"). Any ESG-CV1 funds paid to SUBRECIPIENT, but not Expended pursuant to this Agreement by September 30, 2022 shall be returned to COUNTY within five (5) business days. In the event this Agreement is terminated prior to September 30, 2022, any funds paid to SUBRECIPIENT, but not Expended prior to the date of termination, shall be returned to COUNTY within five (5) business days of the notice of termination to be returned to BCSH and revert to the General Fund.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

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

6. TERMINATION FOR CONVENIENCE

- A. COUNTY may terminate this Agreement without cause upon giving thirty (30) days written notice served on SUBRECIPIENT stating the extent and effective date of termination.
- B. After receipt of the notice of termination, SUBRECIPIENT shall:
 - (1) Stop all work under this Agreement on the date specified in the notice of termination; and
 - (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.
- C. After termination, COUNTY shall make payment only for SUBRECIPIENT's performance up to the date of termination in accordance with this Agreement.
- D. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

7. TERMINATION FOR CAUSE

- A. COUNTY may, at any time, upon five (5) days written notice, terminate this Agreement for cause, if SUBRECIPIENT refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. Cause shall include, but is not limited to:
 - (1) SUBRECIPIENT's failure to comply with the terms or conditions of this Agreement;
 - (2) use of, or permitting the use of ESG-CV1 funds provided under this Agreement for any ineligible activities;
 - (3) any failure to comply with the deadlines set forth in this Agreement;
 - (4) violation of any federal or state laws or regulations; or
 - (5) withdrawal of BCSH's expenditure authority.
- B. In addition to the other remedies that may be available to COUNTY in law or equity for breach of this Agreement, COUNTY may:
 - (1) Bar the SUBRECIPIENT from applying for future ESG-CV1 funds;
 - (2) Revoke any other existing ESG-CV1 award(s) to the SUBRECIPIENT;
 - (3) Require the return of any unexpended ESG-CV1 funds disbursed under this Agreement;
 - (4) Require repayment of ESG-CV1 funds disbursed and Expended under this Agreement;
 - (5) Require the immediate return to COUNTY of all funds derived from the use of ESG-CV1 funds including, but not limited to recaptured funds and returned funds;

(6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with ESG-CV1 requirements; and,

(7) Seek such other remedies as may be available under this Agreement or any law.

C. After receipt of the notice of termination, SUBRECIPIENT shall:

(1) Stop all work under this Agreement on the date specified in the notice of termination; and

(2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.

D. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

E. The rights and remedies of COUNTY provided in this section shall be cumulative not exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

8. REQUEST FOR WAIVER AND WAIVER OF BREACH

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

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

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

10. CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST

A. SUBRECIPIENT covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with SUBRECIPIENT's performance under this Agreement. SUBRECIPIENT further covenants that no person or subcontractor having any such interest shall be employed or retained by SUBRECIPIENT under this Agreement. SUBRECIPIENT agrees to inform the COUNTY of all SUBRECIPIENT's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.

B. SUBRECIPIENT shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special

favor from individuals or firms with whom SUBRECIPIENT is doing business or proposing to do business, in fulfilling this Agreement.

- C. SUBRECIPIENT or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.
- D. SUBRECIPIENT and its employees shall comply with all applicable provisions of federal and state laws pertaining to conflict of interests, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq., Government Code section 1090, and Public Contract Code sections 10410 and 10411.

11. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting SUBRECIPIENT performance through any combination of on-site visits, inspections, evaluations, and SUBRECIPIENT self-monitoring. SUBRECIPIENT shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items. SUBRECIPIENT shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate SUBRECIPIENT's performance at any time, upon reasonable notice to the SUBRECIPIENT.
- B. SUBRECIPIENT agrees that COUNTY, BCSH, or their designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. SUBRECIPIENT agrees to provide COUNTY, BCSH, or their designees, with any relevant information requested. SUBRECIPIENT agrees to permit COUNTY, BCSH, or their designees, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), ESG-CV1 program guidance document published on the website, and this Agreement. SUBRECIPIENT further agrees to retain all records described in this paragraph for a minimum of five (5) years after the termination of this Agreement. If any litigation, claim negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.
- C. COUNTY reserves the right to perform or cause to be performed a financial audit. At COUNTY's request, the SUBRECIPIENT shall provide, at SUBRECIPIENT's own expense, a financial audit prepared by a certified public accountant. ESG-CV1 administrative funds may be used to fund this expense.

- (1) If a financial audit is required by COUNTY, the audit shall be performed by an independent certified public accountant.

- (2) The SUBRECIPIENT shall notify COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by COUNTY to the independent auditor's working papers.
- (3) The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.
- (4) If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to COUNTY for each finding within ninety (90) days from the date of the audit finding report.

12. CONFIDENTIALITY

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

13. HOLD HARMLESS/INDEMNIFICATION

- A. SUBRECIPIENT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of SUBRECIPIENT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. SUBRECIPIENT shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation,

defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

- B. With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their own choice, subject to the approval of COUNTY which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUBRECIPIENT indemnification to Indemnitees as set forth herein.
- C. SUBRECIPIENT's obligation hereunder shall be satisfied when SUBRECIPIENT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- D. The specified insurance limits required in this Agreement shall in no way limit or circumscribe SUBRECIPIENT's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

14. INSURANCE

- A. Without limiting or diminishing SUBRECIPIENT's obligation to indemnify or hold COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- C. SUBRECIPIENT's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, SUBRECIPIENT's carriers shall either, 1) reduce or eliminate such self-insured retentions as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. SUBRECIPIENT shall cause SUBRECIPIENT's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification,

cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. SUBRECIPIENT shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

- E. It is understood and agreed to by the parties hereto that SUBRECIPIENT's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT has become inadequate.
- G. SUBRECIPIENT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to COUNTY.
- I. SUBRECIPIENT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

15. WORKER'S COMPENSATION

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

16. VEHICLE LIABILITY

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then SUBRECIPIENT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to

this Agreement or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as Additional Insured.

17. **COMMERCIAL GENERAL LIABILITY**

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

18. **INDEPENDENT CONTRACTOR**

The SUBRECIPIENT is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the SUBRECIPIENT (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to, overtime, any retirement benefits, workers' compensation benefits, health benefits, and injury leave or other leave benefits. COUNTY shall not be required to make any deductions for SUBRECIPIENT's employees from the compensation payable to SUBRECIPIENT under this Agreement. There shall be no employer-employee relationship between the parties and SUBRECIPIENT shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that SUBRECIPIENT in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

19. **PROFESSIONAL LIABILITY**

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

20. **USE BY POLITICAL ENTITIES**

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

21. **LICENSES AND PERMITS**

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

22. NO DEBARMENT OR SUSPENSION

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

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

23. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements, and directives which impose duties and regulations upon COUNTY as though made with SUBRECIPIENT directly that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, federal, state, and local housing and building codes, and all other matters applicable and/or related to the ESG Program, the COUNTY, the SUBRECIPIENT, the SUBRECIPIENT's subcontractors, and the Project, including but not limited to the provisions of 42 USC 11371 – 42 USC 11378, 24 CFR Part 576, 2 CFR Part 200, and 25 CCR Section 8400 et seq. as shall be amended from time to time. In addition, SUBRECIPIENT shall comply with all applicable provisions of Standard Agreement No. 20-ESG-CV1-0009 including as set forth in Schedule B, Section B.1, and any applicable COUNTY policies and procedures, including but not limited to:

a. County of Riverside Continuum of Care Written Standards:

<https://www.harivco.org/Portals/0/Documents/coc-written-standards-amended-82218.pdf?ver=2020-08-07-153345-780>

b. County of Riverside Continuum of Care Board of Governance Charter:

<https://www.harivco.org/Portals/0/Governance%20Charter%20Amended%2010-28-2021.pdf>

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

<https://www.harivco.org/Portals/0/Documents/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>

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

24. INSPECTIONS

- A. The COUNTY shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and the COUNTY's agreement with BCSH.
- B. HCD shall have the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and the COUNTY's agreement with HCD.
- C. SUBRECIPIENT shall correct all work that is determined based on such inspections not to conform to the applicable requirements and COUNTY shall withhold payments to the SUBRECIPIENT until it is corrected.

25. CORE COMPONENTS OF HOUSING FIRST

SUBRECIPIENT shall ensure that any housing-related activities funded with ESG-CV2 funds must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institutions Code Section 8255(b).

26. EMPLOYMENT PRACTICES

- A. SUBRECIPIENT shall comply with all federal and state statutes and regulations in the hiring of its employees.
- B. SUBRECIPIENT shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement and, if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- C. In the provision of benefits, SUBRECIPIENT shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.
- D. By signing this Agreement or accepting funds under this Agreement, SUBRECIPIENT shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

27. CHILD SUPPORT COMPLIANCE ACT

- A. The SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The SUBRECIPIENT, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to

the New Hire Registry maintained by the California Employment Development Department (EDD).

- C. In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The SUBRECIPIENT agrees to furnish the required data and certifications to the COUNTY within ten (10) days when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the SUBRECIPIENT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of this Agreement. If SUBRECIPIENT has any questions concerning this reporting requirement, please call (916) 657-0529. SUBRECIPIENT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

28. **DRUG FREE WORKPLACE CERTIFICATION**

By signing this Agreement, SUBRECIPIENT, and its subcontractors, hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- (1) Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355 (a)(1).
- (2) Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation, and employee assistance programs; and,
 - d. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- (3) Provide as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:
 - a. Will receive a copy of SUBRECIPIENT'S drug-free policy statement; and,
 - b. Will agree to abide by terms of SUBRECIPIENT'S condition of employment or Subcontract.

27. **PERSONNEL**

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

- (1) All staff who work full or part-time positions by title, including volunteer positions;

(2) A brief description of the functions of each position and hours each position worked; and

(3) The professional degree, if applicable and experience required for each position.

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

C. Background Checks

SUBRECIPIENT shall conduct criminal background record checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Participants, SUBRECIPIENT shall have received a criminal record from the State of California Department of Justice (DOJ). A signed certification of such criminal record and, as appropriate, a signed justification and clearance from Contractor or Designee demonstrating fitness to perform duties shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.

30. LOBBYING

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

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

C. SUBRECIPIENT shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this Agreement and that all SUBRECIPIENT's subcontractors shall certify and disclose accordingly.

31. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30)

calendar days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

32. SUBCONTRACTS

- A. No contract shall be made by the SUBRECIPIENT with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY and HCD. A subcontractor is not eligible to furnish any of the work or services under this Agreement, and is not eligible to receive grant funds, if the subcontractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.
- B. SUBRECIPIENT shall not propose to enter into any subcontract with any subcontractor who:
 - (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
 - (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud; a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; or
 - (4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
- C. SUBRECIPIENT shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
- D. SUBRECIPIENT shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.
- E. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of SUBRECIPIENT and COUNTY.

33. SUPPLANTATION

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

34. **ASSIGNMENT**
SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY. Any attempt to assign or transfer any interest without written consent of COUNTY shall be deemed void and of no force or effect.
35. **FORCE MAJEURE**
If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.
36. **GOVERNING LAW**
This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
37. **DISPUTES**
A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. SUBRECIPIENT shall proceed diligently with the performance of this Agreement pending resolution of a dispute.

B. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.
38. **ADMINISTRATIVE/CONTRACT LIAISON**
Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.
39. **CIVIL RIGHTS COMPLIANCE**
A. Assurance of Compliance
SUBRECIPIENT shall complete the "Assurance of Compliance with Riverside County Housing, Homelessness Prevention and Workforce Solutions Non-Discrimination in State and Federally Assisted Programs," attached as Attachment I. SUBRECIPIENT shall sign and date Attachment I and return it to COUNTY along with the executed Agreement. SUBRECIPIENT shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

B. Participant Complaints

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

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

Civil Rights Complaints should be referred to:

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

C. Services, Benefits and Facilities

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

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

D. Cultural Competency

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

40. NOTICES

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

COUNTY:

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

SUBRECIPIENT:

41. SIGNED IN COUNTERPARTS

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

42. ELECTRONIC SIGNATURES (after SIGNED IN COUNTERPARTS)

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement 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 Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement 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. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. 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.

43. MODIFICATION OF TERMS

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

44. ENTIRE AGREEMENT

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

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

Authorized Signature for SUBRECIPIENT:	Authorized Signature for COUNTY:
Printed Name of Person Signing:	Printed Name of Person Signing: Heidi Marshall
Title:	Title: Director
Date Signed:	Date Signed:

Schedule A
Payment Provisions

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

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

BUDGET CATEGORY	Total
Total	

The table above may be changed (without changing the Total amount) with written approval from HHPWS.

- b. SUBRECIPIENT shall be reimbursed for eligible costs only. SUBRECIPIENT shall submit claims for reimbursement of eligible costs on a monthly basis no later than thirty (30) days after the end of each month in which the costs were incurred. Each claiming period shall consist of a calendar month.
- c. With each claim for reimbursement of eligible costs, SUBRECIPIENT shall submit:
1. Forms 2076A and 2076B, examples of which are attached hereto as Attachment II and incorporated herein by this reference;
 2. ESG Time/Activity Report, an example of which is attached hereto as Attachment IV and incorporated herein by this reference; and
 3. The required supporting documentation set forth in Attachment III, ESG Supporting Documentation Instructions, attached hereto and incorporated herein by this reference. If the required supporting documentation is not provided, COUNTY may delay payment until the documentation is received by COUNTY. COUNTY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement.
- e. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days. COUNTY is the pass-thru agency for these funds. Once a claim is reviewed and approved, COUNTY shall submit a Request for Funds to the State. When the requested funds are received from the State, COUNTY shall remit payment to the SUBRECIPIENT. In total, this process can take 4-6 weeks.
- f. All ESG Program funds shall be expended by the termination date of this Agreement, or by the deadline to expend Program funds as set forth in Standard Agreement No. 20-ESG-CV1-0009 between HCD and the County of Riverside, whichever comes first.

A.3 WITHHELD PAYMENTS

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

A.4 DISALLOWANCE

If SUBRECIPIENT receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with this Agreement, SUBRECIPIENT shall be required to

promptly reimburse these funds to COUNTY and shall be prohibited from submitting to COUNTY reimbursement requests for subsequent ESG Program funds until COUNTY is fully reimbursed or, at its option, COUNTY may offset the amount disallowed from any payment due to SUBRECIPIENT.

If it is determined that a SUBRECIPIENT falsified any certification, RFP information, financial, or contract report, SUBRECIPIENT shall be required to reimburse the full amount of the ESG Program award to COUNTY, and may be prohibited from any further participation in the ESG Program. COUNTY may impose any other actions permitted under 24 CFR 576.501 (c).

A.5 FISCAL ACCOUNTABILITY

- a. SUBRECIPIENT agrees to manage funds received through COUNTY in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; and adhere to accounting standards established in 2 CFR Part 200.
- b. SUBRECIPIENT must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, SUBRECIPIENT must develop an accounting procedure manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.

A.6 BUDGET MODIFICATION, BUDGET AMENDMENT, AND OTHER AMENDMENT

SUBRECIPIENT is expected to implement the agreed services and activities and meet all performance and financial outcomes as planned and agreed in this agreement. SUBRECIPIENT shall make no changes to the budget without first obtaining written approval from the HHPWS. Any budget amendments must be requested by the SUBRECIPIENT in writing. In the event it is deemed necessary to conduct budget modification, budget amendment and/or any other amendment of this agreement, they are permissible with HHPWS written approval and best formally requested in writing at least six (6) months prior to the end of the Period of Performance.

1. Budget Modification, Budget Amendment and/or any other Amendment of Agreement for Convenience may be conducted based on mutual agreement between the COUNTY and SUBRECIPIENT and written approval from HHPWS with no negative effect for both parties under the authority of HHPWS.
2. Budget Modification, Budget Amendment and/or any other Amendment of Agreement for Cause may be conducted based on mutual agreement between the COUNTY and SUBRECIPIENT and written approval from HHPWS. Any Cause due to SUBRECIPIENT's inability to implement the agreed services and/or activities to meet all performance and financial outcomes as planned and agreed in this agreement will become Finding(s) in the monitoring/auditing process and lead to any related effects such as project scoring, evaluation, consideration for future funding opportunities.

A.7 FINAL REIMBURSEMENT

Unless approved by HHPWS in writing, all final requests for reimbursement of authorized ESG-CV1 expenditures under this Grant must be submitted to HHPWS no later than **June 30, 2022**.

B.1 GENERAL REQUIREMENTS

SUBRECIPIENT shall adhere to all applicable provisions outlined in Standard Agreement No. 20-ESG-CV1-00009, and SUBRECIPIENT shall cooperate with COUNTY in fulfilling its obligations under Standard Agreement No. 20-ESG-CV1-00009 (Attachment VI). In addition, SUBRECIPIENT shall:

- a. Be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. SUBRECIPIENT shall also provide Participant linkages to other sources of support. SUBRECIPIENT shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- b. Be responsible for meeting the requirements included in Invitation to Bid (ITB) COARC-004 (Attachment V), and Standard Agreement No. 20-ESG-CV1-0009 between HCD and COUNTY (Attachment VI). COARC-003 the Standard Agreement No. 20-ESG-CV1-0009 between HCD and COUNTY are incorporated herein by this reference. In the event any provisions of these documents conflict with each other or this Agreement, the order of precedence shall be as follows: (1) Standard Agreement No. 20-ESG-CV1-0009 between HCD and COUNTY, (2) this Agreement, and (3) COARC-003.
- c. Ensure that all ESG Program participants comply with the regulations applicable to the ESG to the ESG Program as set forth in 24 CFR Part 58, and 24 CFR Part 576. Additionally, nonprofit organizations funded by the ESG Program shall comply with the requirements of 24 CFR Part 84 as though they were subrecipients pursuant to 24 CFR Part 84. Also, units of general local government funded by the ESG Program shall comply with the requirements of 24 CFR Part 85. In the event that any federal or state laws or regulations, including without limitation regulations by the Department of Housing and Urban Development ("HUD") add, delete, modify, or otherwise change any statutory or regulatory requirements concerning the use or administration of these funds, SUBRECIPIENT shall comply with such requirements, as amended.
- d. Participate in and accept its Participant referrals for the ESG Program from the CoC CES. The CES is a part of the Riverside County CoC's cohesive and integrated housing crisis response system with existing programs, bringing them together into a "no-wrong-door" system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals. CES participation is a federal and state requirement under HEARTH Act 2009, 24 CFR parts 91 and 576; 24 CFR 576.400(d); and 25 CCR Section 8409.
- e. Agree to participate in the HMIS.
 1. HMIS security policies and procedures, and entering required Participant data on a regular and timely basis.
 2. COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant SUBRECIPIENT access to use the HMIS software for the term of this Agreement.

3. SUBRECIPIENT shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside CoC HMIS Policies and Procedures Manual, which is located on the County of Riverside CoC website:

<https://www.harivco.org/HomelessManagementInformationSystem/tabid/237/Default.aspx>

4. SUBRECIPIENT must maintain a valid HMIS End User Agreement on file with the COUNTY, which is located on the County of Riverside CoC website:

<https://www.harivco.org/HomelessManagementInformationSystem/tabid/237/Default.aspx>

B.2 REPORTING

SUBRECIPIENT shall submit reports, as requested by COUNTY in order for COUNTY to comply with its reporting requirements set forth in Standard Agreement 20-ESG-CV1-00009

B.3 OUTCOMES (DATA and ANALYSIS)

SUBRECIPIENT shall collect and report anticipated performance measures for meeting the following benchmarks:

Households served through rapid rehousing	# of Household
Percentage of participants to achieve housing stability	%
Percentage of persons exiting back into Homelessness:	%
Mainstream benefit attainment:	%
Increase in income/employment	%

B.4 PROJECT DETAIL

Project Component Type:	Service
Funding Costs for:	
Population Focus:	

B.5 RAPID REHOUSING SERVICES/STREET OUTREACH/EMERGENCY SHELTER
SUBRECIPIENT shall:

- a. Provide Rapid Rehousing services to a minimum of __ households that are Category 1 - Literally homeless as specified in 24 CFR 576.104. in Riverside County to assist them with quickly regaining stability in permanent housing after experiencing a housing crisis or homelessness.

This project must adhere to the Housing First Model to establish short-term (up to 3 months) or medium-term (up to 6 – 24 months, not to exceed beyond 06/30/2022) of

rental assistance Riverside County's Supervisorial District 1, 2, 3 and 5. Rapid Rehousing activities must meet all HUD requirements specified in 24 CFR 576.104.

- b. Provide Housing Relocation and Stabilization Services and financial assistance. The total period for which any program participants may receive supportive services after rental assistance stops shall not exceed 12 months during any three-year period.

Services include:

1. Rental application fees
2. Security deposits
3. Landlord Incentive
4. Standard utility deposits
5. Housing search and placement activities
6. Housing stability
7. Tenant-based rental assistance

B.6 ELIGIBILITY

Subrecipient will document that all program participants who receive rapid re-housing assistance meet the eligibility criteria of paragraph (1) of the "homeless" definition or who meet the criteria under paragraph (4) of the "homeless" definition and live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition of 24 CFR § 576.2.

B.7 RE-EVALUATIONS

Subrecipients will re-evaluate program participants' eligibility and the types and amounts of assistance the program participant needs not less than once annually for program participants receiving rapid re-housing assistance. The re-evaluation must be completed within the 30 days directly before or after the participant's annual program anniversary date.

Subrecipients must document that each re-evaluation of eligibility established that the program participant:

- a. Did not have an annual income that exceeds 30% AMI as established by HUD and
- b. Lacked sufficient resources and support networks necessary to retain housing without ESG assistance.

If a program participant is found to be ineligible for continued assistance they must be exited from the program.

B.8 ANNUAL INCOME

Subrecipients will use 24 CFR 5.609 to determine annual income. For each program participant who receives rapid re-housing assistance longer than one year the following documentation of annual income must be maintained:

- 1) Income evaluation form containing the minimum requirements specified by HUD and completed by the subrecipient; and
- 2) Source documents for the assets held by the program participant and income received over the most recent period for which representative data is available before the date of the evaluation (e.g., wage statement, unemployment compensation statement, public benefits statement, bank statement);
- 3) To the extent that source documents are unobtainable, a written statement by the relevant third party (e.g., employer, government benefits administrator) or the written

certification by the subrecipient's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period for which representative data is available; or

- 4) To the extent that source documents and third party verification are unobtainable, the written certification by the program participant of the amount of income the program participant received for the most recent period representative of the income that the program participant is reasonably expected to receive over the 3-month period following the evaluation.

B.9 HOUSING STABILITY CASE MANAGEMENT

Subrecipients may use ESG funds for 30 days during the period the program participant is seeking permanent housing to assist a program participant in overcoming immediate barriers to obtaining housing; and 24 months during the period the program participant is living in permanent housing to facilitate housing stability not to exceed to go beyond June 30, 2022. Eligible activities are:

- a. Using the centralized or coordinated assessment system as required to evaluate individuals and families applying for or receiving rapid re-housing assistance;
- b. Conducting the initial evaluation required, including verifying and documenting eligibility, for individuals and families applying for rapid re-housing assistance;
- c. Counseling;
- d. Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
- b. Monitoring and evaluating program participant progress;
- c. Providing information and referrals to other providers;
- d. Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
- e. Conducting re-evaluations.

B.10 SUPPORTIVE SERVICES

The program will build on self-sufficiency and assist clients with service plans to determine and link them to all eligible resources. All clients will have access to an array of supportive services, which includes but is not limited to:

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

B.11 USE WITH OTHER SUBSIDIES

Rapid rehousing funds will not be used with other housing subsidies, per the guideline for the ESG funding restrictions. If an applicant is receiving a different subsidy, they will be ineligible for this project. If a participant is enrolled in subrecipient's Rapid Rehousing Program, they will be ineligible to receive other subsidies.

B.12 LIMITATION ON MAXIMUM RENT LEVELS

Rent levels must be within HUD and ESG Guidelines for an appropriate rent level for the type and size of housing rental property.

B.13 DATA SHARING

This Agreement requires multi-directional sharing relationship between multiple organizations. To systematically share data, the participating agencies must jointly establish a data sharing network formalized by the execution of this Agreement that non-profit agrees to future guidelines of data sharing upon release of requirements by HMIS Committee.

B.14 COORDINATED ENTRY

The subrecipient must participate in and accept participant referrals from the Continuum of Care and ensure the screening, assessment and referral of program participants are consistent with the written standards established and all policies and guidelines required by the Coordinated Entry System lead agency.

B.15 FILE CHECKLIST

The basis of all determinations (eligibility, assistance needed, assistance provided, rent reasonableness, etc.) must be supported by the evidence documented in the case file. Subrecipients will maintain a participant file that will include but is not limited to the following documents:

1. Initial Evaluation
2. Proof of eligibility-Documentation of Homelessness, must follow HUD's prioritization of documentation of homelessness and 24 CFR 576.500.
3. Program Intake Documents including:
 - a. HMIS Release of Information
 - b. Notice of Privacy Practices
 - c. Participant grievance
 - d. Participate consent form
 - e. Release of Information if applicable
 - f. Other subrecipient documentation
4. Case Plan that showed the program and program participant developed a plan to assist the program participant to retain permanent housing after the ESG assistance ends, taking into account all relevant considerations, such as:
 - a. The program participant's current or expected income and expenses
 - b. Other public or private assistance for which the program participant will be eligible and likely to receive; and
 - c. The relative affordability or available housing in the area
5. Lease agreement between the Owner and program participant
6. Rental assistance agreement between the owner and the subrecipient
7. FMR calculations (requirement waived with ESG-CV2 funding)
8. Rent Reasonableness

9. Lead Paint Inspection
10. Minimum Habitability Standards
11. Case notes that reflect the program participant met with a case manager at least once per month to assist the participant in ensuring long-term housing stability.
12. Back-up documentation for the services and assistance provided to that program participant, including, as applicable, security deposit, rental assistance, and utility payments made on behalf of the program participant, and copies of documentation of payments made to owners for rental assistance provided, and supporting documentation for these payments, including dates of occupancy by program participants in the participant file.
13. Referrals made by the program to program participant to obtain mainstream and other resources as needed.
14. Program Discharge/Exit paperwork

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

Subrecipient
NAME OF ORGANIZATION

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

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

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

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

Date

Director's Signature

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

CR50-Vendor Assurance of Compliance

COUNTY OF RIVERSIDE

SUBRECIPIENT PAYMENT REQUEST

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

From: Subrecipient
Remit to Name

Address

Sub recipient Name

Sub recipient Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

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

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

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

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

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

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

Authorized Signature Title Date

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

Business Unit (5) _____

Purchase Order # (10) _____

Invoice # _____

Account (6) _____

Amount Authorized _____

Fund (5) _____

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

Dept ID (10) _____

Program (5) _____

Program (if applicable) _____ Date _____

Class (10) _____

Management Reporting Unit _____ Date _____

Project/Grant (15) _____

Contracts Administration Unit _____ Date _____

Vendor Code (10) _____

General Accounting Section _____ Date _____

COUNTY OF RIVERSIDE HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS					
SUBRECIPIENT EXPENDITURE REPORT (2076B)					
SUBRECIPIENT:					
ACTUAL EXPENDITURES FOR (MM/YYYY)					
CONTRACT #:					
EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	CURRENT EXPENDITURES	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT	
		BILLABLE AMOUNT			

List each item as outlined in contract budget.

TOTAL BUDGET/EXPENSES				

IN-KIND CASH CONTRIBUTION

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

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

HHPWS 2076B (8/03) Contract Expenditure Report

payment. Your Claims Packet will include HHPWS 2076A, 2076B (if required).
invoices, payroll verification, and copies of canceled checks attached, receipts, bank
statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation
needed to comply with Contract/MOU.

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

HHPWS 2076A
SUBRECIPIENT PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address"

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

"SUBRECIPIENT Name"

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

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding..."

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

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

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

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

SUPPORTING DOCUMENTATION

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

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

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

CLAIM DOCUMENTATION REQUIRED BY THE COUNTY**RAPID REHOUSING / EMERGENCY SHELTER**

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

Invoice or documentation of rent amount and due date

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

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

ESG Program Individual Staff Breakdown form

Time Sheet

Time and Activity Report

Pay Stub or Payroll Report

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

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

Proof of payment (cancelled check or check stub)

ATTACHMENT IV
ESG Time/Activity Report

HUD EMERGENCY SOLUTION GRANT TIME/ACTIVITY REPORT

AGENCY NAME - EMPLOYEE NAME

DATES: (dates for pay period)

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

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

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

Employee Signature

Date

Supervisor Signature

Date