

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



**ITEM: 3.27
(ID # 19991)**

MEETING DATE:
Tuesday, October 18, 2022

FROM : HOUSING AND WORKFORCE SOLUTIONS:


SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Authorize the Director of HWS to serve as the Fiscal Agent for the Federal Emergency Management Agency (FEMA) Emergency Food and Shelter Program (EFSP) funding; Ratify and Accept FEMA FY 2022 Humanitarian Relief funding from the EFSP National Board for activities in Riverside County from April 1, 2022 through December 31, 2022; Approve the Form of the Memorandum of Understanding (MOU) with Service Providers; Ratify and Authorize the Director of HWS to administer EFSP grant funds and sign necessary documents and MOUs with local agencies; and Adopt Resolution No. 440-9294 authorizing changes to HWS allocated positions; All Districts. [Total Cost: \$7,781,521, 100% Federal Funding] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

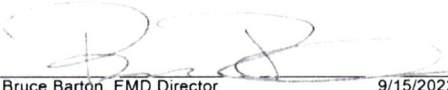
1. Authorize the Director of Housing and Workforce Solutions (HWS) to serve as the Fiscal Agent for the Federal Emergency Management Agency (FEMA) Emergency Food and Shelter Program (EFSP) funding, made available under the Department of Homeland Security (DHS) Appropriations Act, 2022 and through the EFSP National Board, for the purposes of providing shelter and other services to families and individuals encountered by the DHS;

Continued on page 2

ACTION: 4/5 Vote Required, Policy, Position Added


Heidi Marshall, Director

9/8/2022

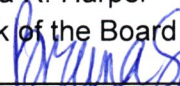

Bruce Barton, EMD Director

9/15/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and that Resolution 440-9294 is adopted as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: October 18, 2022
xc: HWS, HR

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Ratify and Accept FEMA FY 2022 Humanitarian Relief funding from the EFSP National Board in the amount of \$7,781,521, to reimburse service providers and Riverside County agencies for the period of April 1, 2022 to December 31, 2022, as set forth in the enclosed table;
3. Ratify and Authorize the Director of HWS, as the designated County Director to accept this funding for the County of Riverside, to administer all actions necessary and sign all documents related to the administration of the EFSP grant funds, including the attached Emergency Food and Shelter National Board Program Humanitarian Relief FY22 Local Recipient Organization Certification (Attachment A), subject to the availability of fiscal funding and as approved as to form by County Counsel, and in compliance with all program requirements, provisions of the grant, and applicable laws, orders, regulations, and policies governing the program;
4. Approve the form of the attached Memorandum of Understanding (MOU) (Attachment B), substantially as to form and as approved as to form by County Counsel, for use between the County of Riverside, acting as the Fiscal Agent, and individual EFSP service providers within Riverside County, to reimburse each service provider for EFSP eligible activities;
5. Authorize the HWS Director, or designee, to execute or ratify individual MOUs, substantially conforming in form and substance to the attached MOU, with The Salvation Army in the total amount not to exceed \$3,000,000, and with Galilee Center, Inc. in the total amount not to exceed \$2,618,532, subject to the availability of fiscal funding and as approved as to form by County Counsel, to reimburse for eligible EFSP activities effective on or after April 1, 2022 and terminating no later than December 31, 2022;
6. Authorize the Director of HWS to: (a) take all necessary steps to implement the MOUs with The Salvation Army and Galilee Center, Inc., including, but not limited to, signing subsequent necessary and relevant documents; and (b) approve and sign any subsequent amendments to the MOUs, provided the respective compensation amounts are not increased, based on the availability of fiscal funding and as approved as to form by County Counsel;
7. Adopt Resolution No. 440-9294 submitted herewith, authorizing changes in positions allocated to the HWS Department, Attachment C; and
8. Approve and direct the Auditor-Controller to make the budget adjustments shown in Attachment D.

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$7,781,521	\$ 0	\$7,781,521	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Federal Funds			Budget Adjustment: Yes	
			For Fiscal Year: 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

On March 15, 2022, the President of the United States signed into law the Consolidated Appropriations Act, 2022 (Public Law No. 117-103). Provisions of the law within Division F - Department of Homeland Security Appropriations Act, 2022 provide \$150 million to the Federal Emergency Management Agency (FEMA) to be available for the Emergency Food and Shelter Program (EFSP) for the purposes of providing shelter and other services to families and individuals encountered by the Department of Homeland Security (DHS). Eligible applicants to receive EFSP funds include local nonprofit, faith-based, and governmental organizations in the United States. Allowable costs under EFSP include short-term transitional services such as interim shelter, food, and supportive services. The EFSP National Board (National Board) is the sole recipient of EFSP grant funds from FEMA and awards funds to local organizations, with recommendations from Local Boards and State Set-Aside Committees. The program's existing grant funds delivery-structure and public-private partnership allow for communities and organizations to coordinate an efficient and timely response.

In March 2021, the County of Riverside launched a coordinated Migrant Families Response to support families and individuals legally seeking asylum and being processed through three U.S. Customs and Border Protection (CBP) stations located in Murrieta, Indio, and Blythe. The response was vital to curtail street releases in Riverside County and has been led by the following County departments: Emergency Management Department (EMD), Riverside University Health System (RUHS) Public Health, and the Housing and Workforce Solutions (HWS) Department, in partnership with the following community-based organizations (CBOs): The Salvation Army and Galilee Center, Inc. To date, over 43,000 asylum seekers have been assisted and provided with interim shelter, transportation, and participated in COVID-19 screening and testing, isolation and quarantine housing and case management. The County utilizes EFSP funds to receive reimbursement for 100% of costs related to the operations of the program.

On June 3, 2022, the County received an EFSP award from the National Board in the amount of \$7,781,521.00 to support both the County and CBOs (see table below). The National Board also requested the County of Riverside, through its HWS Department, serve as its Fiscal Agent to dispense funds to EFSP funding recipients in Riverside County. In this role, HWS would be responsible for the receipt of funds, disbursement of funds to recipient agencies and vendors, documentation of funds received, and maintenance of documentation. Additionally, funds will support costs toward adding two staff positions (Contracts and Grants Analyst and Community Program Specialist II) to support the Migrant Families Response, including program monitoring, data quality reviews, compliance; and to implement and coordinate activities related to providing shelter and other services to families and individuals seeking asylum.

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

The FY 2022 Humanitarian Relief EFSP National Board awarded amounts include:

Agency Name	Funding Amount
Galilee Center, Inc.	\$2,618,532
The Salvation Army	\$3,000,000
County of Riverside	\$2,162,989
Total	\$7,781,521

Impact on Residents and Businesses

Since the start of the operation in March 2021, Riverside County has served over 43,000 individuals released from CBP seeking asylum. Year to date, Riverside County receives on average about 1,253 individuals per month. If the data is any indicator of future trends, the county can expect to receive 1,200-1,500 individuals per month, with a possible increase should regulations approved pursuant to the Public Health Service Act (42 U.S.C. § 265), which allows for border expulsions for asylum seekers, be revoked by the Biden Administration.

Additional Fiscal Information

HWS will be reimbursed to cover its administrative costs to perform its duties as the EFSP Fiscal Agent. All of HWS' fiscal costs to administer this program are covered by EFSP; there are no net county costs.

ATTACHMENTS:

- **ATTACHMENT A:** Emergency Food and Shelter National Board Program Humanitarian Relief FY22 Local Recipient Organization Certification
- **ATTACHMENT B:** Memorandum of Understanding TEMPLATE
- **ATTACHMENT C:** Resolution No. 440-9294
- **ATTACHMENT D:** Schedule A - Budget Adjustment Fiscal Year 2022/2023


 Heydee Koury, Sr Accountant - Auditor 10/12/2022


 Erianna Lontajo, Principal Management Analyst 10/13/2022


 Maha Hammoud, HUMAN RESOURCES ANALYST III 10/3/2022


 Kristine Bell-Valdez, Supervising Deputy County Counsel 10/6/2022

RESOLUTION NO. 440-9294

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on October 18, 2022, that pursuant to Section 4(a)(ii) of Ordinance No. 440, the Director of Housing & Workforce Solutions is authorized to make the following listed change(s), operative on the date of approval, as follows:

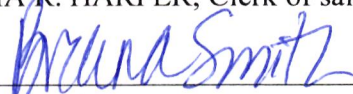
<u>Job Code</u>	<u>+/-</u>	<u>Department ID</u>	<u>Class Title</u>
74293	+1	5500300000	Contracts and Grants Analyst
74152	+1	5500300000	Community Program Specialist II

ROLL CALL:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
 Nays: None
 Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA R. HARPER, Clerk of said Board

By: 
 Deputy

10.18.2022 3.27

SCHEDULE A
Housing and Workforce Solutions
Budget Adjustment
Fiscal Year 2022/2023

Increase in Appropriations:

21300-5500300000-510040	Regular Salaries	\$ 155,491
21300-5500300000-518100	Budgeted Benefits	\$ 77,746
21300-5500300000-536200	Contrib To Non-County Agency	\$5,618,532
21300-5500300000-537120	Interfnd Exp-Prof & Spec Svcs	\$1,929,752

Increase in Estimated Revenues:

21300-5500300000-767220	Fed- Other Operating Grants	\$7,781,521
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**EMERGENCY FOOD AND SHELTER NATIONAL BOARD PROGRAM
HUMANITARIAN RELIEF FY22 LOCAL RECIPIENT ORGANIZATION CERTIFICATION**

By signing this Local Recipient Organization (LRO) Certification Form, our agency certifies we have read and understand the Emergency Food and Shelter Program (EFSP) Humanitarian Relief Funding Guidance, including the Grant Agreement Articles, Financial Terms and Conditions, and Other Terms and Conditions as well as the Eligible and Ineligible Costs and Documentation sections and agree to comply with all program requirements. Our agency understands that all parties will be held accountable for complying with the provisions of the grant as well as full compliance with applicable requirements of all other Federal laws, Executive Orders, regulations, and policies governing this program including those not specifically stated in the Manual. All appropriate staff and volunteers have been informed of EFSP requirements. We have retained a copy of this form for our records.

I certify that my public or private agency:

- Has the capability to provide emergency food and/or shelter services.
- Will use funds to supplement/extend existing resources and not to substitute or reimburse ongoing programs and services.
- Is nonprofit or an agency of government.
- Will not use EFSP funds as a cost-match for other Federal funds or programs.
- Has an accounting system, and will pay all vendors by an approved method of payment.
- Conducts an independent annual review if receiving \$50,000-\$99,999/an independent annual audit if receiving \$100,000 or more in humanitarian funds, and follows OMB's Uniformed Guidance if receiving \$750,000 or more in Federal funding.
- **Has not received an adverse or no opinion audit.**
- Is not debarred or suspended from receiving Federal funds.
- Has provided a Federal Employer Identification Number (FEIN) to EFSP.
- Has provided a Unique Entity Identification (UEI) number and required associated information to EFSP. UEI numbers are requested in, and assigned by, the System for Award Management (SAM.gov).
- Practices non-discrimination (agencies with a religious affiliation, will not refuse service to an applicant based on religion, nor engage in religious proselytizing or religious counseling in any program receiving Federal funds).
- Will not charge a fee to clients for EFSP funded services.
- Has a voluntary board if private, not-for-profit.
- Will provide all required reports to the Local Board in a timely manner; (i.e., Final Reports).
- Will expend monies only on eligible costs and keep complete documentation (copies of canceled LRO checks -- front and back, other proofs of payment, invoices, receipts, etc.) on all expenditures for a minimum of three years after end-of-program date, and for compliance issues until resolved.
- Will spend all funds and close-out the program by the end-of-program date and return any unused funds to the National Board.
- Will provide complete, accurate documentation of expenses, if requested, following the end-of-program date.
- Has no known EFSP compliance exceptions in this or any other jurisdiction.
- Will not use EFSP funding for any lobbying activities and if receiving \$100,000 or more, will provide the "Certification Regarding Lobbying" and, if applicable, will complete Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- Will not and will ensure its employees, volunteers or other individuals associated with the program will not engage in any trafficking of persons during the period this award is in effect.
- Will not and will ensure its employees, volunteers or other individuals associated with the program will not use EFSP funds to support access to classified national security information.

PLEASE ENSURE THIS INFORMATION IS ACCURATE BEFORE SIGNING. FORM APPROVED COUNTY COUNSEL

LRO ID #: 082000-200

BY: Lisa Sanchez 9/27/2022
LISA SANCHEZ DATE

FEIN #: 95-6000930

DUNS#: 117544418.

UEI#: MN1HJ72DTDF9

LRO Legal Name: County of Riverside- Department of Housing and Workforce Solutions

Address (Street, City, State Zip Code): 3403 Tenth Street Suite 310 Riverside , CA 92501

Phone #: (951) 955-1309

Fax #:

Email: HMarshall@rivco.org

LRO Contact (print and title): Heidi Marshall, Director

Signature: _____ **Date:** _____

County of Riverside
Department of Housing and Workforce Solutions
3403 Tenth Street, Suite 300
Riverside, CA 92501

and

[CONTRACTOR NAME]

Emergency Food and Shelter Program (EFSP) for Humanitarian Relief

MEMORANDUM OF UNDERSTANDING: HWSCoC-000000



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.



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Attachment IV - Emergency Food and Shelter Program ARPA Claim Submittal (EXAMPLE)

Attachment V – Emergency Food and Shelter National Board Program Humanitarian Relief FY 22 Fiscal Agent/Fiscal Conduit Agency Relationship

This Memorandum of Understanding, HWSCoC--0000000, (herein referred to as "MOU") is made and entered into this _____ day of _____, 2022, by and between [CONTRACTOR NAME] (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing and Workforce Solutions (herein referred to as "COUNTY").

WHEREAS, On March 15, 2022, the President of the United States signed into law the Consolidated Appropriations Act, 2022 (Public Law No. 117-103). Provisions of the law within Division F - Department of Homeland Security Appropriations Act, 2022 provide \$150 million to the Federal Emergency Management Agency (FEMA) to be available for the Emergency Food and Shelter Program (EFSP) for the purposes of providing shelter and other services to families and individuals encountered by the Department of Homeland Security (DHS). Eligible costs under EFSP include short-term transitional services such as interim shelter, food, and supportive services. The program's existing grant funds delivery-structure and public-private partnership allow for communities and organizations to coordinate an efficient and timely response; and,

WHEREAS, On June 3, 2022, the County received an EFSP award from the National Board in the amount of \$7,781,521.00 to support both the County and community-based organizations (CBOs). The National Board also requested the County of Riverside, through its HWS Department, serve as its Fiscal Agent to dispense funds to EFSP funding recipients in Riverside County; and,

WHEREAS, The Director of Housing and Workforce Solutions (HWS) will serve as the fiscal agent for the Emergency Food and Shelter Program (EFSP) with funding made available under the Department of Homeland Security Appropriations Act, 2022, for the purpose of providing shelter and other services to families and individuals encountered by the U.S. Department of Homeland Security.

WHEREAS, HWS would be responsible for the receipt of funds, disbursement of funds to recipient agencies and vendors, documentation of funds received, and maintenance of documentation. and,

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

NOW THEREFORE, HWS and [CONTRACTOR NAME] do hereby covenant and agree that [CONTRACTOR NAME] shall provide said services in accordance with the terms and conditions contained herein of this Memorandum of Understanding.

1. DEFINITIONS

- A. "Administrative Entity" means a unit of general purpose local government (city, county or a city that is also a county) or nonprofit organization that has previously administered federal Department of Housing and Urban Development Continuum of Care funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations that has been designated by its Continuum of Care to administer EFSP grant funding.
- B. "CBP" United States Customs and Border Protection.
- C. "Case Management Services" refers to all of the following various categories of services:

- Short-term or transition housing
- Behavioral Health
- Medical services
- Children
- Intake & assessment
- Travel coordination
- Dietary and meal services

- D. "CONTRACTOR" refers to [CONTRACTOR NAME] including its employees, agents, representatives, subcontractors and suppliers.
- E. "COUNTY" or "HWS" refers to the County of Riverside and its Department of Housing and Workforce Solutions, which has administrative responsibility for this MOU. HWS and COUNTY are used interchangeably in this MOU.
- F. "EFSP" refers to the Emergency Food and Shelter Program
- G. "FEMA" refers to the Federal Emergency Management Agency
- H. "HMIS" refers to the Riverside County Homeless Management Information System.
- I. "MOU" refers to Memorandum of Understanding.
- J. "Participant(s)" refers to individuals who utilize supportive housing services, including referral services or individuals who are residents or former residents of the housing project.
- K. "Project" refers to housing and/or supportive services for facilitating the movement of homeless individuals through the Continuum of Care into independent permanent housing.
- L. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the CONTRACTOR with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this MOU.
- M. "CONTRACTOR" refers to [CONTRACTOR NAME] including its employees, agents, representatives, subcontractors and suppliers.

2. DESCRIPTION OF SERVICES

CONTRACTOR shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services, and Attachment I – PII Privacy and Security Standards, Attachment II – Assurance of Compliance, Attachment III.

3. PERIOD OF PERFORMANCE

This MOU shall be effective 04/01/22 ("Effective Date") and shall continue through 12/31/22, unless terminated earlier. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. This period of performance may be changed with written approval from HWS.

4. COMPENSATION

COUNTY shall pay CONTRACTOR for services performed, products provided, or expenses incurred in accordance with Schedule A, Payment Provisions. COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this MOU. At the expiration of the term of this MOU, or upon termination prior to the expiration of the MOU, any funds paid to CONTRACTOR, but not used for purposes of this MOU shall revert to COUNTY within thirty (30) calendar days of the expiration or termination.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

The obligation of COUNTY for payment under this MOU is contingent upon and limited by the availability of funding from which payment can be made. In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing and this MOU shall be deemed terminated and be of no further force or effect. In the event such funds are reduced, COUNTY shall immediately notify CONTRACTOR in writing and it is mutually agreed that COUNTY has the option to immediately terminate this MOU or to amend this MOU to reflect the reduction of funds. COUNTY shall make all payments to CONTRACTOR that were properly earned prior to the unavailability or reduction of funding.

6. TERMINATION

- A. COUNTY may terminate this MOU without cause upon giving thirty (30) calendar days written notice served on CONTRACTOR stating the extent and effective date of termination.
- B. COUNTY may, upon five (5) calendar days written notice, terminate this MOU for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this MOU, or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.
- C. After receipt of the notice of termination, CONTRACTOR shall:
- (1) Stop all work under this MOU 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 MOU had been completed or continued, would be required to be furnished to COUNTY.
- D. After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this MOU.
- E. CONTRACTOR's rights under this MOU shall terminate (except for fees accrued prior to the date of termination) upon dishonest or willful and material breach of this MOU by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability, for any reason whatsoever, to perform the terms of this MOU. In such an event CONTRACTOR shall not be entitled to any further compensation under this MOU.
- F. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this MOU.

7. DEFAULT

- A. In the event of an occurrence of default consisting of any use of funds for a purpose other than as authorized by this MOU or failure of CONTRACTOR to provide short term transitional services such as interim shelter, food, and supportive services for the terms in accordance with the requirements of the provisions of this MOU. COUNTY may take one or more of the following actions:
1. Issue a letter of warning advising CONTRACTOR of the default that establishes a date by which corrective actions must be completed and puts CONTRACTOR on notice that more serious actions will be taken if the default is not corrected or is repeated;
 2. Direct CONTRACTOR to submit progress schedules for completing the approved activities;
 3. Direct CONTRACTOR to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
 4. Direct CONTRACTOR to reimburse the program accounts for costs inappropriately charged to the program.
- B. No delay or omission by COUNTY in exercising any right or remedy available to it under this MOU shall impair any such right or remedy or constitute a waiver or acquiescence in any CONTRACTOR default.

8. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this MOU must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any term of this MOU shall not be construed as making any changes to the terms of this MOU and does not prevent COUNTY from enforcing the terms of this MOU.

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

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

10. CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST

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

to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom CONTRACTOR is doing business or proposing to do business, in fulfilling this MOU.

11. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this MOU, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting performance through any combination of on-site visits, inspections, evaluations, and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this MOU and permit access to all necessary locations, equipment, materials, or other requested items.
- B. CONTRACTOR shall maintain auditable books, records, documents, and other evidence relating to costs and expenses for this MOU. CONTRACTOR shall maintain these records for at least three (3) years after final payment has been made or until pending COUNTY, state, and federal audits are completed, whichever is later.
- C. Any authorized COUNTY, state or the federal representative shall have access to all books, documents, papers, electronic data and other records determined necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.
- D. If CONTRACTOR disagrees with an audit, CONTRACTOR may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. CONTRACTOR shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. CONTRACTOR shall establish sufficient procedures to self-monitor the quality of services/products under this MOU and shall permit COUNTY or other inspector to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

12. CONFIDENTIALITY

- A. CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this MOU ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. CONTRACTOR shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. CONTRACTOR shall keep all confidential information received from COUNTY in the strictest confidence. CONTRACTOR shall comply with Welfare and Institutions Code (WIC) Section 10850.
- B. CONTRACTOR shall take special precautions, including, but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.

- C. CONTRACTOR shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this MOU.
- D. CONTRACTOR shall promptly transmit to COUNTY all third-party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this MOU or as authorized in writing in advance by COUNTY.
13. PERSONALLY IDENTIFIABLE INFORMATION
- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and CONTRACTOR may collect PII for such purposes, to the extent such activities are authorized by law.
- B. CONTRACTOR may use or disclose PII only to perform functions, activities or services in accordance with this MOU, or as required by law. Any other use or disclosure of PII requires the express approval in writing by COUNTY. CONTRACTOR shall not duplicate, disseminate or disclose PII except as allowed in this MOU.
- C. CONTRACTOR agrees to the PII Privacy and Security Standards attached as Attachment I. When applicable, CONTRACTOR shall incorporate the relevant provisions of Attachment I into each subcontract or sub-award to subcontractors.
14. HOLD HARMLESS/INDEMNIFICATION
- CONTRACTOR agrees to indemnify and hold harmless COUNTY, its departments, agencies, and districts (including their officers, employees and agents) (collectively "COUNTY Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of CONTRACTOR (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury or death. CONTRACTOR shall, at its sole expense and cost, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend COUNTY Indemnitees in any such claim or action. CONTRACTOR shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise CONTRACTOR's indemnification obligation. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this MOU shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold COUNTY harmless.
15. INSURANCE
- A. Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this MOU. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies,

- districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
- C. CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this MOU. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR's carriers shall either;
- 1) reduce or eliminate such self-insured retention as respects to this MOU with COUNTY, or
 - 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this MOU shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- E. It is understood and agreed to by the parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this MOU 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 MOU, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this MOU and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

- G. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this MOU.
- H. The insurance requirements contained in this MOU may be met with a program of self-insurance acceptable to COUNTY.
- I. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this MOU.
16. **WORKER'S COMPENSATION**
If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.
17. **VEHICLE LIABILITY**
If vehicles or mobile equipment are used in the performance of the obligations under this MOU, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this MOU or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as Additional Insured.
18. **COMMERCIAL GENERAL LIABILITY**
Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this MOU or be no less than two (2) times the occurrence limit.
19. **PROFESSIONAL LIABILITY**
If, at any time during the duration of this MOU and any renewal or extension thereof, the CONTRACTOR, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the CONTRACTOR shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this MOU, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claim made basis rather than an occurrence basis, such insurance shall continue through the term of this MOU. Upon termination of this MOU or the expiration or cancellation of the claims made, insurance policy CONTRACTOR shall purchase at his sole expense either: 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this MOU; or, 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years

beyond the termination of this MOU.

20. INDEPENDENT CONTRACTOR

It is agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the parties. CONTRACTOR and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. COUNTY shall not be required to make any deductions for CONTRACTOR employees from the compensation payable to CONTRACTOR under this MOU. CONTRACTOR agrees to hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this MOU. CONTRACTOR agrees to indemnify and defend, at its sole expense and cost, including but not limited to, attorney fees, cost of investigation, defense and settlements, or awards, COUNTY, its officers, agents, and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this MOU.

21. USE BY POLITICAL ENTITIES

CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this MOU 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 CONTRACTOR; COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

22. LICENSES AND PERMITS

If applicable, CONTRACTOR 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 MOU. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exceptions necessary for performance of this MOU.

23. NO DEBARMENT OR SUSPENSION

CONTRACTOR certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; has not within a three-year period preceding this MOU 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 MOU had one or more public transactions (federal, state or local) terminated for cause or default.

24. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

CONTRACTOR shall comply with all applicable federal, state, and local laws as well as all rules, regulations, requirements, and directives of applicable federal or state agencies and funding sources which impose duties and regulations upon COUNTY as though made with CONTRACTOR directly. In the event there is a conflict between the various laws or regulations that may apply, CONTRACTOR shall comply with the more restrictive law or regulation.

25. CLEAN AIR/WATER ACTS

As required in all contracts with an estimated total value in excess of \$100,000, CONTRACTOR agrees to comply with all applicable requirements issued under Section 306 of the Clean Air Act (33 U.S.C. 1368), U.S. Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, Part 15). These laws and regulations require CONTRACTOR not to use facilities on the EPA list of violating facilities and to report violations to the EPA.

26. LEAD BASED PAINT

If applicable, CONTRACTOR shall comply with the requirements, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4821-4846) and implementing regulations issued pursuant thereto (24 CFR Part 35).

27. EMPLOYMENT PRACTICES

A. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.

B. CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this MOU and, if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).

C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

D. By signing this MOU or accepting funds under this MOU, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

E. CONTRACTOR shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this MOU when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirements for child support enforcement shall constitute a material breach of this MOU.

28. PERSONNEL

A. Upon request by COUNTY, CONTRACTOR agrees to make available to COUNTY a current list of personnel that are providing services under this MOU 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 CONTRACTOR's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult Participants. COUNTY shall notify CONTRACTOR 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, CONTRACTOR shall immediately remove that person from providing services under this MOU.

C. Background Checks

CONTRACTOR 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 background record check from the State of California Department of Justice (DOJ). A signed certification of such criminal background record check 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.

29. LOBBYING

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

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

C. CONTRACTOR shall require that the language of this certification be included in the award document for sub-awards at all tiers, including Subcontracts, sub-grants, contracts under grants, loans, cooperative agreements, and all sub-recipients shall certify and disclose accordingly.

30. 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 a copy of the adverse action in the notice. The parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this MOU 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 MOU by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

31. SUBCONTRACTS

A. CONTRACTOR shall not enter into any Subcontract with any subcontractor who:

1. Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
2. Has within a three-year period preceding this MOU been convicted of or had a civil judgment rendered against them for the commission of fraud; a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
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 MOU had one or more public transactions (federal, state or local) terminated for cause or default.

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

C. CONTRACTOR shall insert clauses in all Subcontracts to bind its subcontractors to the terms and conditions of this MOU.

D. Nothing contained in this MOU shall create a contractual relationship between any subcontractor or supplier of CONTRACTOR and COUNTY.

32. SUPPLANTATION

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

33. ASSIGNMENT

CONTRACTOR shall not assign or transfer any interest in this MOU 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.

34. FORCE MAJEURE

If either party is unable to comply with any provision of this MOU 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.

35. GOVERNING LAW

This MOU shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this MOU shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.

36. 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 MOU which is not resolved by the parties shall be decided by COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed diligently with the performance of this MOU pending resolution of a dispute.

B. Prior to the filing of any legal action related to this MOU, 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.

37. ADMINISTRATIVE/CONTRACT LIAISON

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

38. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

CONTRACTOR shall complete the "Assurance of Compliance with Riverside County Department of Housing, Homelessness Prevention and Workforce Solutions Non-Discrimination in State and Federally Assisted Programs," attached as Attachment II. CONTRACTOR will sign and date Attachment II and return it to COUNTY along with the executed MOU. CONTRACTOR shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

B. Participant Complaints

CONTRACTOR shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from COUNTY of a complaint with respect to any alleged discrimination in the provision of services by CONTRACTOR's personnel.

Civil Rights Complaints should be referred to:

Civil Rights Coordinator

Riverside County Department of Housing and Workforce Solutions
3403 Tenth Street, Suite 300
Riverside, CA 92501

C. Services, Benefits and Facilities

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

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

D. Cultural Competency

CONTRACTOR shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between 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 Participants in both languages.

39. NOTICES

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

Department of Housing and Workforce Solutions
3403 Tenth Street, Suite 300
Riverside, CA 92501

[CONTRACTOR NAME]
[ADDRESS]
[CITY, CA ZIPCODE]

40. SIGNED IN COUNTERPARTS

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

41. ELECTRONIC SIGNATURES

Each party of this MOU agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this MOU. The parties further agree that the electronic signatures of the parties included in this MOU 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.

42. MODIFICATION OF TERMS

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

43. ENTIRE MOU

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

Authorized Signature for [CONTRACTOR NAME]:	Authorized Signature for COUNTY:
Printed Name of Person Signing: [NAME]	Printed Name of Person Signing: Heidi Marshall
Title: [TITLE]	Title: Director
Date Signed:	Date Signed:

Schedule A
Payment Provisions

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. CONTRACTOR shall be reimbursed for an amount not to exceed **\$00.00**. Said funds shall be spent in accordance with the line item budget below:

BUDGET CATEGORY	Total
Sheltering and Wraparound Services	\$00.00
TOTAL	\$00.00

- b. CONTRACTOR will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation is not provided, COUNTY may delay payment until the information is received by COUNTY.
- c. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. Each claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- d. As applicable for payment request, CONTRACTOR shall submit completed HWS Form 2076A (Attachment III) and the required EFSP ARPA Claim Submittal Forms (example shown in Attachment IV).
- e. All Program funds shall be expended by 12/31/22.
- f. An expenditure which is not authorized by the MOU, or which cannot be adequately documented, shall be disallowed and must be reimbursed to COUNTY by CONTRACTOR.
- g. All expenses must be eligible under the Emergency Food and Shelter Program. More information regarding eligible expenses, required backup documentation and EFSP program requirements can be found at:
<https://www.efsp.unitedway.org/efsp/website/websiteContents/PDFs/American%20Rescue%20Plan%20Act%20Guidance.pdf>

A.2 FINANCIAL RESOURCES

During the term of this MOU, CONTRACTOR shall maintain sufficient financial resources necessary to fully perform its obligations. CONTRACTOR confirms there has been no material financial change in CONTRACTOR (including any parent company) since its last financial statement that has resulted in a negative impact to its financial condition.

A.3 DISALLOWANCE

If CONTRACTOR receives payment under this MOU which is later disallowed by the COUNTY for nonconformance with the MOU, CONTRACTOR shall promptly refund the disallowed amount to COUNTY, or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

B.1 COUNTY ROLES

- A. COUNTY will assign COUNTY staff to be responsible for the following roles and responsibilities:
1. Project Manager responsible for:
 - a. Overall planning in coordination with CONTRACTOR project manager;
 - b. Managing day-to-day project;
 - c. Providing overall project direction;
 - d. Resource allocation, risk management, project priorities, and communication to executive management;
 - e. Facilitating all necessary communications within the organization specific to the implementation of the solution.
 2. Subject matter experts responsible for providing Riverside County business expertise as requested.
- B. COUNTY may monitor the performance of the CONTRACTOR in meeting the terms, conditions and services in the MOU. COUNTY, at its sole discretion, may monitor the performance of the CONTRACTOR through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and CONTRACTOR self-monitoring.

B.2 CONTRACTOR Roles:

- A. Assign staff to be liaison between CONTRACTOR and HWS.
- B. Directly support asylum seekers, families and individuals encountered by the Department of Homeland Security (DHS) through the following U.S. Border Patrol locations:
1. 45620 Commerce St., Indio CA 92201
 2. 16780 W. Hobsonway, Blythe CA 92225
 3. 25656 Madison Ave #2599, Murrieta CA, 92562
- C. CONTRACTOR shall provide short-term transitional services to asylum seekers for the purpose of providing shelter and other services to families and individuals encountered by the DHS for humanitarian relief. Wraparound supports provided by [CONTRACTOR] will consist of the following:
1. Short-term and/or transition housing;
 2. Travel coordination assistance for asylum seekers;
 3. Coordination with County departments to ensure requirements for families in isolation and quarantine are met;
 4. Provide case management services to asylum seekers and ensure linkages to care which include but are not limited to: medical services, behavioral health, legal immigration, and other social service needs (e.g. hygiene supplies, clothing, and other essentials);
 5. Coordinate dietary/meal services to all participants in housing;
 6. Translation services to aid care service coordination;
 7. Facilitate wraparound services at various sites which include hotels/motels throughout the Coachella Valley; and Participate in County-facilitated coordination calls with federal, state,

county, and other nongovernmental organizations responding to the effort.

- D. Provide Supportive Services at multiple site locations throughout Riverside County which include but is not limited to the [CONTRACTOR NAME] site, hotels and motels located in the Coachella Valley, in addition the main HUB site located below. Additional hotel/motel and access sites are subject to be added:

[LOCATION/ADDRESS]	[LOCATION/ADDRESS]
[LOCATION/ADDRESS]	[LOCATION/ADDRESS]
[LOCATION/ADDRESS]	[LOCATION/ADDRESS]

I. PHYSICAL SECURITY

The Contractor shall ensure PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The Contractor agrees to safeguard PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of the Contractor facilities where staff assist in the administration of their program and use, disclose, or store PII.
- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
 - 1. Properly coded key cards
 - 2. Authorized door keys
 - 3. Official identification
- C. Issue identification badges to Contractor staff.
- D. Require Contractor staff to wear these badges where PII is used, disclosed, or stored.
- E. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the Contractor facilities and leased facilities where five hundred (500) or more individually identifiable PII records are used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized staff. Visitors to the data center area must be escorted at all times by authorized staff.
- H. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County and non-County functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- I. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented

in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

- C. Minimum Necessary. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. Mobile Device and Removable Media. All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. Antivirus Software. All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. Patch Management.
 - 1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 - 2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
 - 3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 - 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. User IDs and Password Controls.
 - 1. All users must be issued a unique user name for accessing PII.
 - 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
 - 3. Passwords are not to be shared.
 - 4. Passwords must be at least eight (8) characters.
 - 5. Passwords must be a non-dictionary word.
 - 6. Passwords must not be stored in readable format on the computer or server.
 - 7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
 - 8. Passwords must be changed if revealed or compromised.
 - 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters (!,@,#, etc.)
- H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.

- I. System Timeout. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
 - J. Warning Banners. The systems providing access to PII must display a warning banner stating, at a minimum:
 - 1. Data is confidential;
 - 2. Systems are logged;
 - 3. System use is for business purposes only, by authorized users; and
 - 4. Users shall log off the system immediately if they do not agree with these requirements.
 - K. System Logging.
 - 1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.
 - 2. The audit trail shall:
 - a. Be date and time stamped;
 - b. Log both successful and failed accesses;
 - c. Be read-access only; and
 - d. Be restricted to authorized users.
 - 3. If PII is stored in a database, database logging functionality shall be enabled.
 - 4. Audit trail data shall be archived for at least three (3) years from the occurrence.
 - L. Access Controls. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
 - M. Transmission Encryption.
 - 1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
 - 2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
 - 3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
 - N. Intrusion Prevention. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.
- III. AUDIT CONTROLS
- A. System Security Review.
 - 1. The Contractor must ensure audit control mechanisms are in place.
 - 2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
 - 3. Reviews should include vulnerability scanning tools.
 - B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.

- C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

- A. Emergency Mode Operation Plan. The Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this MOU for more than twenty-four (24) hours.
- B. Data Centers. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- C. Data Backup and Recovery Plan.
 - 1. The Contractor shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
 - 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
 - 3. The procedures shall include storing backups offsite.
 - 4. The procedures shall ensure an inventory of backup media.
 - 5. The Contractor shall have established documented procedures to recover PII data.
 - 6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.

V. PAPER DOCUMENT CONTROLS

- A. Supervision of Data. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. Data in Vehicles. The Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which staff can transport PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- C. Public Modes of Transportation. The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- D. Escorting Visitors. Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- E. Confidential Destruction. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. Removal of Data. The PII must not be removed from the premises except for identified

routine business purposes or with express written permission of the County.

G. Faxing.

1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. Mailing.

1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the Contractor obtains prior written permission from the County to use another method.

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this MOU, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

The Contractor shall immediately notify the County when it discovers that there may have been a breach in security which has or may have resulted in compromise to confidential data. For purposes of this section, immediately is defined as within two hours of discovery. The County contact for such notification is as follows:

Breaches should be referred to:

HWS Privacy Officer
Riverside County Department of Housing and Workforce Solutions
3403 10th Street, Suite 300
Riverside, CA 92501

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

**[CONTRACTOR]
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; the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code Regulations, Title 2, section 7285 et seq.; the Fair Employment and Housing Commission regulations implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations; 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 (over 40), sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, pregnancy, disability (mental or physical including HIV and AIDS), medical condition (cancer/genetic characteristics), national origin (including language use restrictions), marital status, military and veteran 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 MOU.

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

SUBRECIPIENT's Authorized Signature

[ADDRESS]
[CITY, CA ZIPCODE]

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

CR50-Vendor Assurance of Compliance

COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

To: County of Riverside
Continuum of Care
3403 Tenth St, Suite 310
Riverside, CA 92501

From: _____
Remit to Name _____
Remit to Address _____
City _____ State _____ Zip Code _____
Contract Number _____

Total amount requested: \$ _____ for the period of _____

Select Payment Type(s) Below

Advance Payment \$ _____ (If allowed by Contract/Grant)
 Actual Payment \$ _____ (reimbursement of actual program costs)

Expense Category List each line item as outlined in Contract budget	Current Expenditures
_____	_____
_____	_____
_____	_____
_____	_____

\$0.00

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

_____ Purchase Order # (10) _____ Invoice # _____

Amount Authorized

If amount authorized is different from amount request, please see attached claim recap for adjustments

_____ Date _____

Program Date _____

Fiscal Date _____

Emergency Food and Shelter Program ARPA Claim Submittal (EXAMPLE)

Example of Primary Expenditures Spreadsheet for Hotel/Motel Shelter

**Emergency Food and Shelter Program
American Rescue Plan Act of 2021 Humanitarian Relief Funding**

Jurisdiction ID and Name	0123-00 Sample Jurisdiction
LRO ID and Name	0123-00-001 Sample Agency
LRO Address City/State/Zip	123 Sample Street, City, State, Zip

Spreadsheets and daily logs must be submitted electronically in the application process on the EFSP website. Spreadsheets alone are not enough. Copies of supporting documentation (proof of payment or receipts) of eligible expenditures must be submitted to the **Local Board**. Documentation may also be sent electronically in the application process if volume is not too large.

PRIMARY ELIGIBLE REIMBURSEMENTS SPREADSHEET – HOTEL/MOTEL SHELTER NIGHTS

Payment /Check Number	Payment/ Check Date (MM/DD/YY)	Invoice/ Receipt Date (MM/DD/YY)	Invoice/Receipt Number (if no number, enter N/A)	Vendor Name	Description (describe item purchased, if not identified on receipt)	Invoice/ Receipt Amount	Total Check Amount	EFSP Portion of Invoice Amount
87364	3/15/21	3/12/21	842086	Value Motel		250.00	250.00	250.00
Credit Card	1/01/21	1/01/21	789134	Local City Motel		50.00	50.00	50.00
Total								300.00

Sample Spreadsheets and Guidance are available on EFSP website under the Supplemental Funding Information Tab.

Example of Secondary Expenditures Spreadsheet for Supportive Services

**Emergency Food and Shelter Program
American Rescue Plan Act of 2021 Humanitarian Relief Funding**

Jurisdiction ID and Name	0123-00 Sample Jurisdiction
LRO ID and Name	0123-00-001 Sample Agency
LRO Address City/State/Zip	123 Sample Street, City, State, Zip

Spreadsheets and daily logs must be submitted electronically in the application process on the EFSP website. Spreadsheets alone are not enough. Copies of supporting documentation (proof of payment or receipts) of eligible expenditures must be submitted to the **Local Board**. Documentation may also be sent electronically in the application process if volume is not too large.

SECONDARY ELIGIBLE REIMBURSEMENTS SPREADSHEET

Payment /Check Number	Payment/ Check Date (MM/DD/YY)	Invoice/ Receipt Date (MM/DD/YY)	Invoice/Receipt Number (if no number, enter N/A)	Vendor Name	Description (describe item purchased, if not identified on receipt)	Invoice/ Receipt Amount	Total Check Amount	EFSP Portion of Invoice Amount
12395	02/26/21	01/15/21	6501	Sample Bus Company	4-Greyhound tickets	250.00	250.00	250.00
Debit Card	03/10/21	03/10/21	LS-555-05	Legal Services Corporation		50.00	50.00	50.00
EFT	03/25/21	03/25/21	CH54321-20	Sample Translation Company		200.00	200.00	200.00
Cash	03/10/2021	03/10/2021	5430-09	Local Grocery Mart		53.00	53.00	550.00
Total								550.00

Sample Spreadsheets and Guidance are available on EFSP website under the Supplemental Funding Information Tab.

ATTACHMENT V
 Emergency Food and Shelter National Board Program Humanitarian Relief FY 22
 Fiscal Agent/Fiscal Conduit Agency Relationship

**EMERGENCY FOOD AND SHELTER NATIONAL BOARD PROGRAM
 HUMANITARIAN RELIEF FY22 FISCAL AGENT/FISCAL CONDUIT AGENCY RELATIONSHIP**

This certification must be signed by each agency receiving funds through a Fiscal Agent/Fiscal Conduit Agency.

By signing this Fiscal Agent/Fiscal Conduit Agency Relationship Certification Form, our agency certifies we have read and understand the Emergency Food and Shelter Program (EFSP) Humanitarian Relief Funding Guidance, including the Grant Agreement Articles, Financial Terms and Conditions, and Other Terms and Conditions as well as the Eligible and Ineligible Costs and Documentation sections and agree to comply with all program requirements. Our agency understands that all parties will be held accountable for complying with the provisions of the grant as well as full compliance with applicable requirements of all other Federal laws, Executive Orders, regulations, and policies governing this program including those not specifically stated in the Manual. All appropriate staff and volunteers have been informed of EFSP requirements. The Fiscal Agent/Fiscal Conduit and the agency(ies) benefitting through the relationship have retained a copy of this form for their records.

As a recipient agency (through the Fiscal Agent/Fiscal Conduit noted below) of Emergency Food and Shelter National Board Program (EFSP) funds made available for HR22 and as the duly authorized representative of

 (NAME OF AGENCY/SUB-RECIPIENT)

I certify that my public or private agency:

- Has a Fiscal Agent/Fiscal Conduit approved by the Local Board: _____
 (LRO Name and LRO ID Number)
- Is not debarred or suspended from receiving Federal funds.
- Has the capability to provide emergency food and/or shelter services.
- Will use funds to supplement and extend existing resources and not to substitute or reimburse ongoing programs and services.
- Is nonprofit or an agency of government.
- Will not use EFSP funds as a cost match for other Federal funds or programs.
- Practices non-discrimination (agencies with a religious affiliation, will not refuse service to an applicant based on religion, nor engage in religious proselytizing or religious counseling in any program receiving Federal funds).
- Has provided a Federal Employer Identification Number (FEIN) to EFSP.
- Has provided a Unique Entity Identification (UEI) number and required associated information to EFSP. UEI numbers are requested in, and assigned by, the System for Award Management (SAM.gov).
- Will not charge a fee to clients for EFSP funded services.
- Has a voluntary board if private, not-for-profit.
- Will provide all required information to the Fiscal Agent/Fiscal Conduit.
- Will expend monies only on eligible costs and keep complete, accurate documentation (copies of canceled LRO checks -- front and back, other proof of payment, invoices, receipts, etc.) on all expenditures for a minimum of three years after end-of-program date, and for compliance issues until resolved.
- Will provide complete, accurate documentation to the Fiscal Agent/Fiscal Conduit Agency for payment to the vendor.
- Will not use EFSP funding for any lobbying activities and if receiving \$100,000 or more, will provide the "Certification Regarding Lobbying" and, if applicable, will complete Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- Has certified that our employees, volunteers, or other individuals associated with the program understand they will not engage in any trafficking of persons during the period this award is in effect.
- Has certified that our employees, volunteers, or other individuals associated with the program understand they will not use EFSP funds to support access to classified national security information during the period this award is in effect.
- Has no known EFSP compliance exceptions in this or any other jurisdiction.
- Will spend all funds and close-out the program by the end-of-program date, and return any unused funds to the National Board.

This form must be completed in its entirety. Please do not alter this form; any questions regarding the form should be directed to EFSP staff.

Agency Name (Sub-recipient): _____

FEIN# (Sub-recipient): _____ UEI # (Sub-recipient): _____

Street Address/City/State/Zip: _____

Phone #: _____ Fax #: _____ Email: _____

Contact Name: _____

Signature: _____ Date: _____