

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



ITEM: 3.14
(ID # 20507)

MEETING DATE:
Tuesday, November 08, 2022

FROM : HOUSING AND WORKFORCE SOLUTIONS:

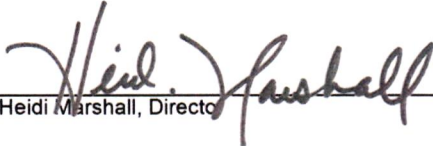
SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Accept the Encampment Resolution Funding (ERF) from the State of California Business, Consumer Services and Housing Agency (BCSH), California Interagency Council on Homelessness (Cal ICH); Approve and Authorize the Director of HWS to enter into and execute Standard Agreement 22-ERF-2-L-10005 with BCSH for the ERF Program; Approve the Form of the Subrecipient Agreement and Memorandum of Understanding (MOU) Templates; Authorize the Director of HWS to execute Subrecipient Agreements with ERF Subrecipients and MOUs for the ERF Program; District 2. [Total Cost \$10,997,002; Source of Funds: 100% State Funding] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the Encampment Resolution Funding (ERF) from the State of California, administered by the Business, Consumer Services and Housing Agency (BCSH), California Interagency Council on Homelessness (Cal ICH), in the amount of \$10,997,001.36, to prevent, reduce, and end homelessness;

Continued on page 2

ACTION:4/5 Vote Required, Policy


Heidi Marshall, Director 11/2/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Hewitt, and Perez
Nays: None
Absent: None
Date: November 8, 2022
xc: HWS

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. Approve and Authorize the Director of the Department of Housing Workforce Solutions (HWS), or designee, to enter into and execute Standard Agreement 22-ERF-2-L-10005, substantially as to form as detailed in Attachment A, with BCSH to receive ERF Program funds, in the total aggregate amount of \$10,997,001.36, effective upon BCSH approval and terminating no later than March 31, 2026, subject to availability of fiscal funding and as approved as to form by County Counsel;
3. Approve the form of the attached Subrecipient Agreement Template for the ERF Program (Attachment B), substantially as to form and as approved as to form by County Counsel, for use with non-Riverside County agencies receiving ERF Program subawards for eligible activities (ERF Subrecipients);
4. Approve the form of the attached Memorandum of Understanding (MOU) Template for the ERF Program (Attachment C), substantially as to form and as approved as to form by County Counsel, for use with Riverside County Departments for eligible activities;
5. Authorize the Director of HWS, or designee, to execute individual ERF Program Subrecipient Agreements or MOUs, substantially conforming in form and substance to the attached Templates and as approved as to form by County Counsel, with each ERF Subrecipient or Department for eligible ERF projects, effective on the start date and terminating on the end date, in an amount not to exceed the total grant amount for each agency, as set forth in Attachment E;
6. Authorize the Director of HWS, or designee, based on the availability of fiscal funding and as approved as to form by County Counsel, to administer all actions necessary and sign all necessary documents related to the administration of the ERF grant award, in accordance with program requirements, including to: (a) sign amendments to the Subrecipient Agreements or MOUs that make modifications to the statement of work and stay within the intent of the agreement or MOU; and (b) sign amendments to the compensation provisions of the Subrecipient Agreements or MOUs, including moving funds between each agency not to exceed the total grant amount of the ERF Program, as set forth in the Standard Agreement and approved by BCSH; and
7. Approve and direct the Auditor-Controller to make the budget adjustment shown in Attachment D.

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$5,498,501	\$5,498,501	\$10,997,002	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State Funding			Budget Adjustment: Yes	
			For Fiscal Year: FY 22/23 – FY 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On October 29, 2021, the State of California Homeless Coordinating and Financing Council (HCFC) released a Request for Application through the Encampment Resolution Funding (ERF) seeking proposals that include local demonstration projects for innovative service delivery models and cross systems collaborations that support individuals experiencing homelessness in encampments towards a meaningful path to safe and stable housing, using non-punitive, low-barrier, person-centered, Housing First approaches.

The Riverside County Department of Housing and Workforce Solutions – Continuum of Care division (HWS-CoC) submitted a proposal for \$11 million dollars to fund housing and encampment response for the 2nd District Santa Ana River Bottom (SARB) to serve 200 homeless persons living in and around the SARB. While the Riverside County project was not funded during the first round of awards, the County received notification on October 27, 2022, that the project was included during the second round of funding referred to as the Encampment Resolution Funding Program Lookback Disbursement (ERF-2-L).

The ERF will cover costs towards a SARB multidisciplinary team made up of the following Riverside County Departments: Housing and Workforce Solutions, Housing Authority County of Riverside, Riverside University Health Systems – Behavioral Health, Department of Animal Services, Regional Park and Open-Space District, Cities of: Corona, Norco, Riverside, Eastvale, and Jurupa Valley, and local Homeless Service Providers: Path of Life Ministries and City Net. Memorandum of Understandings (MOU) will be established between all partners at a later date. ERF program funds must be expended by June 30, 2025.

Led by Second District Supervisor Karen Spiegel, the collaborative SARB multidisciplinary team has convened since April 2021 to provide a compassionate and humane response. The collaborative is made up of multi-jurisdictional and disciplinary partners who meet regularly to coordinate responses to rehouse existing encampment residents living in the

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Santa Ana River Bottom area, remove and mitigate physical encampments, and conduct clean-up, maintenance repairs, and habitat restoration.

Since this collaborative was formed, 332 encampment individuals have been engaged in services, shelter, and housing by integrating County and City funding resources. This funding will allow HWS-CoC to build on the momentum to serve and house additional homeless persons remaining in the SARB.

Contract History and Price Reasonableness

The Riverside County Department of Housing and Workforce Solutions (HWS) submitted a proposal for \$11 million dollars to fund housing and encampment response for the 2nd District Santa Ana River Bottom (SARB). The ERF will cover costs towards a SARB multidisciplinary team made up of the following Riverside County Departments: Housing and Workforce Solutions, Housing Authority County of Riverside, Riverside University Health Systems – Behavioral Health, Department of Animal Services, Regional Park and Open-Space District, Cities of: Corona, Norco, Riverside, Eastvale, and Jurupa Valley.

Encampment Resolution Funding awarded amounts include:

Agency Name	Funding Amount
City of Norco	\$ 1,071,434.10
City of Corona	\$ 1,071,434.10
City of Jurupa Valley	\$ 485,982.00
City of Riverside	\$ 613,818.65
Animal Services	\$ 18,750.00
RUHS-BH	\$ 3,600,000.00
HACR	\$ 3,033,249.04
HWS	\$ 1,102,333.47
Total	\$10,997,001.36

Impact on Residents and Businesses

Through HWS, the County of Riverside and its subrecipients continue improving the lives of men, women and children experiencing homelessness through the direct housing and service programs.

ATTACHMENTS:

- Attachment A – Standard Agreement
- Attachment B – Subrecipient Agreement Template
- Attachment C – Memorandum of Understanding Template

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

- Attachment D – Schedule A - Budget Adjustment
- Attachment E – Awarded Agencies



Heydee Koury, Sr Accountant - Auditor 11/3/2022



Brianna Lontajo, Principal Management Analyst 11/3/2022



Kristine Bell-Valdez, Supervising Deputy County Counsel 11/3/2022

SCO ID:

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLEAR COPY

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22-ERF-2-L-10005	PURCHASING AUTHORITY NUMBER (If Applicable) 010725
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

Department of Housing and Workforce Solutions

2. The term of this Agreement is:

START DATE

Upon BCSH Approval

THROUGH END DATE

9/30/2025

3. The maximum amount of this Agreement is:

\$10,997,001.36 (Ten Million Nine Hundred Ninety Seven Thousand One Dollars and Thirty Six Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Authority, Purpose and Scope of Work	6
Exhibit B	Budget Detail and Disbursement Provisions	4
Exhibit C	State of California General Terms and Conditions	1
+ - + - Exhibit D	General Terms and Conditions	10
+ - Exhibit E	Special Terms and Conditions	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

Department of Housing and Workforce Solutions

CONTRACTOR BUSINESS ADDRESS

3403 Tenth Street, Suite 310

CITY

Riverside

STATE

CA

ZIP

92501

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

FORM APPROVED COUNTY COUNSEL

BY: Lisa Sanchez 11/02/2022
LISA SANCHEZ DATE

RECEIVED RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS
2023 MAR -9 PM 2:47

NOV 8 2022 3:14

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
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Business, Consumer Services and Housing Agency

CONTRACTOR NAME

County of Riverside

2. The term of this Agreement is:

START DATE

1/23/2023

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9/30/2025

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CONTRACTOR

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

County of Riverside

CONTRACTOR BUSINESS ADDRESS

3403 Tenth Street, Suite 300

CITY

Riverside

STATE

CA

ZIP

92501

PRINTED NAME OF PERSON SIGNING

Heidi MARSHALL

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

Heidi Marshall

DATE SIGNED

11/15/2022

FORM APPROVED COUNTY COUNSEL

BY:

Lisa Sanchez
LISA SANCHEZ

DATE
11/11/2022

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
22-ERF-2-L-10005

PURCHASING AUTHORITY NUMBER (If Applicable)
010725

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTING AGENCY ADDRESS

500 Capitol Mall, Suite 1850

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Lourdes Castro Ramírez

TITLE

Secretary

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Lila Mirrashidi

Lila Mirrashidi (Jan 23, 2023 15:47 PST)

DATE SIGNED

Jan 23, 2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**Encampment Resolution Funding Program
Round 2, Lookback Disbursement (ERF-2-L)
Standard Agreement**

**EXHIBIT A
AUTHORITY, PURPOSE, AND SCOPE OF WORK**

1) **Authority**

The State of California has established the Encampment Resolution Funding Program ("ERF" or "Program") pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code. Amended by SB 197 (Statutes of 2022, Chapter 70, Sec.3-8, effective June 30, 2022).

The Program is administered by the California Interagency Council on Homelessness (Cal ICH) in the Business, Consumer Services and Housing Agency ("Agency"). ERF provides one-time, competitive grant funds to continuums of care and / or local jurisdictions as defined below. To date, there have been two rounds of the Encampment Resolution Funding Program. This Standard Agreement governs the Lookback Disbursement in Round 2 of the ERF Program ("ERF-2-L"). For this Standard Agreement, ERF-2-L is synonymous with "ERF" or "Program".

This Standard Agreement along with all its exhibits ("Agreement") is entered into by the Cal ICH and a continuum of care or a local jurisdiction ("Grantee") under the authority of, and in furtherance of, the purpose of the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the Request for Applications ("RFA") under which the Grantee applied, the representations contained in the Grantee's application, Cal ICH guidance or directives, and the requirements appearing in the statutory authority for the Program cited above.

2) **Purpose**

As stated in the RFA, the program incorporates two interdependent objectives.

- a) The Program funds local demonstration projects that feature data-informed, innovative service delivery models and cross systems collaborations that support individuals experiencing homelessness in encampments towards a meaningful path to safe and stable housing through non-punitive, low-barrier, person-centered, Housing First approaches. These projects must comply with the principles of Housing First as defined in Welfare and Institutions Code Section 8255, must serve a specific encampment site, and be designed to achieve sustainable outcomes for both recipients of services and the encampment site to be resolved.

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- b) In close partnership with Grantees, Cal ICH or its agents will analyze Grantee's demonstration projects to evaluate activities and outcomes for the purpose of sharing scalable and replicable encampment resolution models that may be implemented across the state.

3) **Definitions**

The following Encampment Resolution Funding Program terms are defined in accordance with Health and Safety Code Section 50250, Subdivisions (a) – (l);

- (a) "Additional funding round moneys" means moneys appropriated for the program in or after fiscal year 2022–23.
- (b) "Agency" means the Business, Consumer Services, and Housing Agency.
- (c) "Applicant" means a continuum of care or local jurisdiction
- (d) "Continuum of care" has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
- (e) "Council" means the California Interagency Council on Homelessness, previously known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- (f) "County" includes, but is not limited to, a city and county.
- (g) "Funding round 1 moneys" means moneys appropriated for the program in fiscal year 2021–22.
- (h) "Homeless" has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
- (i) "Local jurisdiction" means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.
- (j) "Program" means the Encampment Resolution Funding program established pursuant to this chapter.
- (k) "Recipient" means an applicant that receives grant funds from the council for the purposes of the program.
- (l) "State right-of-way" means real property held in title by the State of California

Additional definitions for the purposes of ERF program:

"Grantee" is synonymous with "Recipient"

"Subrecipients" or "subgrantees" are entities that receive subawards from "recipients" or "grantees" to carry out part of the Program.

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“Expended” means all ERF funds obligated under contract or subcontract that have been fully paid and receipted, and no invoices remain outstanding.

“Obligate” means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using ERF funding. Grantees must obligate the funds by the statutory deadlines set forth in this Exhibit A.

4) **Scope of Work**

This Scope of Work identifies the terms and conditions necessary to accomplish the Program’s intended objectives.

As detailed in [Exhibit A.2](#), the Program has two, interdependent objectives. First, grantees will implement ERF funded local demonstration projects. Second, in close partnership with Grantees, Cal ICH will evaluate the manner and outcomes of this implementation. Those learnings will be shared across the state.

Grantees will implement their ERF funded local demonstration projects in compliance with the terms and conditions of this Agreement, the Request for Applications (“RFA”) under which the Grantee applied, the representations contained in the Grantee’s application, Cal ICH guidance or directives, and the requirements per the authorizing statute.

Permissible eligible uses and activities are detailed below in [Exhibit B](#), Budget Details and Disbursement Provisions. Prior to fully executing this agreement, Grantees must standardize their budget using an Cal ICH provided budget template.

Because of the legislative intent to share scalable and replicable encampment resolution models, Grantees are expected to be close partners with Cal ICH. This means timely and accurate reporting, candid communication of successes and challenges, and availability of persons, information, or materials.

Quarterly reporting requirements are detailed below in [Exhibit D.4](#). Reporting, Evaluation, and Audits.

Fiscal deadlines are detailed below in [Exhibit A.6](#). Effective Date, Term of Agreement, and Deadlines.

Grantees shall complete a Final Work Product (As detailed below in [Exhibit A.6.d](#).) and participate in a program evaluation regarding their implementation of ERF awards. To support this effort, Cal ICH will make Technical Assistance available.

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Cal ICH maintains sole authority to determine if a grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

5) **Cal ICH Contract Coordinator**

The Cal ICH's Contract Coordinator for this Agreement is the Council's Grant Development Section Chief or the Grant Development Section Chief's designee. Unless otherwise instructed, any communication shall be conducted through email to the Cal ICH Contractor Coordinator or their designee. If documents require an original signature, the strongly preferred form is an e-Signature in accordance with the Uniform Electronic Transactions Act (UETA). If an Awardee is unwilling or unable to sign a document electronically, BCSH shall accept wet or original signed documents. These documents containing wet signatures should be both mailed to Cal ICH and scanned and emailed as instructed. State law or policy may require the use of wet signatures for specific documents. The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business, Consumer Services and Housing Agency	County of Riverside
SECTION/UNIT:	California Interagency Council on Homelessness (Cal ICH)	
ADDRESS:	801 Capital Mall, 6 th floor Sacramento, CA, 95814	3403 Tenth Street, Suite 300, Riverside, CA 92501
CONTRACT COORDINATOR	Jeannie McKendry	Brandon Trahan
PHONE NUMBER:	(916) 510-9446	(951) 295-2310
EMAIL ADDRESS:	Jeannie.McKendry@bcsh.ca.gov and calichgrants@bcsh.ca.gov	btrahan@rivco.org

The Council reserves the right to change their Cal ICH Contractor Coordinator, designee, and / or contact information at any time with reasonable notice to the Grantee.

All requests to update the Grantee information listed within this Agreement shall be emailed to the Cal ICH grant's general email box at calichgrants@bcsh.ca.gov.

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6) **Effective Date, Term of Agreement, and Deadlines**

- a) This Agreement is effective upon execution by Cal ICH. This is indicated by the Cal ICH provided signature and date on the second page of the accompanying STD. 213, Standard Agreement.
- b) Performance shall start no later than 30 days, or on the express date set by Cal ICH and the grantees, after all approvals have been obtained and the Grant Agreement is fully executed. Should the grantee fail to commence work at the agreed upon time, Cal ICH, upon five (5) days written notice to the grantee, reserves the right to terminate the Agreement.
- c) Grantees will continue to perform until the Agreement is terminated, including data reporting and participation in program evaluation activities, as needed.
- d) This Agreement will terminate on March 31, 2026.

Grantees shall submit a Final Work Product by September 30, 2025. The Final Work Product will include programmatic and fiscal data and a narrative on the outputs and outcomes of the program on a reporting template to be provided by Cal ICH

Cal ICH will review submitted Final Work Products and collaborate with Grantees to cure any deficiencies by March 31, 2026.

Grantees are expected to continue performing until March 31, 2026. This means timely and accurate reporting, candid communication of success or shortcomings, and availability of persons, information, or materials.

e) **Expenditure Deadlines:**

- i. Grantees shall expend no less than 50 percent of Program funds by June 30, 2024. Any funds not expended by this date shall be returned to the council pursuant to HSC Section 50253(d). Cal ICH will use quarterly fiscal reporting as required in [Exhibit D.4.a.](#) of this agreement to determine the amount to be returned.
- ii. All Program funds (100 percent) shall be expended by June 30, 2025. Any funds not expended by this date shall revert to the fund of origin pursuant to HSC Section 50253(d).

f) **Obligation Deadlines:**

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All Program funds (100 percent) shall be obligated by June 30, 2024. Recipients that do not meet this requirement shall submit to the council within 60 days of the end of the second fiscal year a plan for obligating 100 percent of their allocation within six months. The council may subject recipients that do not meet the underlying 100 percent obligation requirement to additional corrective action determined by the council.

7) **Special Conditions**

Cal ICH maintains sole authority to determine if a grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

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**Encampment Resolution Funding Program
Standard Agreement**

**EXHIBIT B
BUDGET DETAIL and DISBURSEMENT PROVISIONS**

1) General Conditions Prior to Disbursement

All Grantees must submit the following completed forms prior to Encampment Resolution funds being released:

- Request for Funds Form ("RFF")
- STD 213 Standard Agreement form and initialed Exhibits A through E
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

2) Disbursement of Funds

Encampment Resolution funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS), and the State Controller's Office (SCO).

The RFF must include the total amount of Program funds proposed to be expended. The Encampment Resolution funds will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

3) Budget Details and Expenditure of Funds

The Grantee shall expend Program funds on eligible uses and activities as detailed in the submitted standardized budget. Grantees must standardize their budget using an Cal ICH provided budget template. Cal ICH reserves the right to direct specific line-item changes in the originally submitted Application budget or subsequently submitted standardized budgets.

To ensure efficient and reliable processing, grantees shall submit budget change requests through a designated submission portal (i.e., currently Cognito, though subject to change). These requests will be reviewed in the first week of each month. Failure to submit by 5 pm on the 1st day of the month subjects a Grantee to having their budget change request being reviewed the following month. Cal ICH may consider budget change requests outside of this timeline and through email as needed due to documented, exigent circumstances. Grantees carry the burden to anticipate foreseeable budget change requests and should plan accordingly.

Cal ICH reserves the right to amend or adjust this process as necessary.

Budget Changes

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Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by Cal ICH so long as the total expenditures (actual and projected) for each eligible use category remain the same as approved in the standardized budget.

Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the Council's Grant Development Section Chief or their designee, in writing, before the Grantee may expend Program funds according to an alternative standardized budget. The Grant Development Section Chief will respond to Grantee with approval or denial of request. Failure to obtain written approval from the Grant Manager or their designee as required by this section may be considered a breach of this Agreement. A breach of this agreement may result in remedies listed below in [Exhibit D.6. Breach and Remedies](#).

Regardless of an increase or decrease of an expenditure amount, any significant or material programmatic or fiscal change as considered by a reasonable project manager should be submitted to Cal ICH for approval.

These eligible uses and activities must be consistent with Health and Safety Code (HSC) Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, Cal ICH guidance or directives, the Request for Applications ("RFA") under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in [Exhibit A.2. Purpose](#).

Eligible uses and activities include, but are not limited to, the following:

Direct Services and Housing Options: activities to address immediate crisis needs and paths towards safe and stable housing for people living in encampments including, but not limited to, street outreach and engagement, housing and/or systems navigation, interim housing, and permanent housing.

Capacity Building: activities to enhance the systems carrying out the demonstration project including, but not limited to, service coordination efforts, establishing and strengthening cross-system partnerships, and workforce development including specialized training and contracting with providers of culturally specific interventions.

Sustainable Outcomes: activities and interventions to ensure sustained outcomes for the people served and to support sustained restoration of encampment sites to their intended or original state.

Administration: up to 5% of awarded Program funds may be applied to administrative costs.

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Program funds shall not be expended on Ineligible Costs as detailed immediately below.

4) **Ineligible Costs**

Encampment Resolution funds shall not be used for costs associated with activities in violation, conflict, or inconsistent with Health and Safety Code (HSC) Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, Cal ICH guidance or directives, the Request for Applications (“RFA”) under which the Grantee applied, representations contained in the Grantee’s application, and the Purpose of the Program as detailed in [Exhibit A.2](#). Purpose.

Costs shall not be used for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

Moreover, no parties to this contract nor their agents shall directly or indirectly use ERF awards for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. ERF funded activities that cause a traumatic effect are inconsistent with ensuring the safety and wellness of people experiencing homelessness in encampments.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of Encampment Resolution fund expenditures.

Cal ICH reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use Encampment Resolution funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Cal ICH at an amount and timeframe determined by Cal ICH.

An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed, and must be reimbursed to Cal ICH by the Grantee at an amount and timeframe determined by Cal ICH.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution including site restoration or waste management.

Unless expressly approved by Cal ICH in writing reimbursements are not permitted for any Program expenditures prior to this Agreement’s date of execution.

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**Encampment Resolution Funding Program
Standard Agreement**

**EXHIBIT C
STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS**

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2>

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.

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**Encampment Resolution Funding Program
Standard Agreement**

**EXHIBIT D
GENERAL TERMS AND CONDITIONS**

1) Termination and Sufficiency of Funds

a) Termination of Agreement

Cal ICH may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in [paragraph 6](#) of this Exhibit D; violation of any federal or state laws; or withdrawal of Cal ICH's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Cal ICH, any unexpended funds received by the Grantee shall be returned to Cal ICH within 30 days of Cal ICH's specified date of termination.

b) Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to Cal ICH by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2) Transfers

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within [Exhibit D.12](#). (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of Cal ICH and a formal amendment to this Agreement to affect such subcontract or novation.

3) Grantee's Application for Funds

Grantee submitted a budget to Cal ICH as part of their application for the Program. Prior to fully executing this agreement, Grantees must standardize their application's budget using an Cal ICH provided budget template.

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications (e.g., standardized budget)

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and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Cal ICH approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Cal ICH may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4) **Reporting, Evaluation, and Audits**

a) **Reporting Requirements**

- i. Grantee is required to provide Cal ICH or its agents with all data and outcomes that may inform an assessment of the funded project. Grantees shall report quarterly and have one Final Work Product submitted prior to this Agreement's termination. Grantees will be required to provide:
- Outreach and service path data at the anonymized, individual level;
 - Current housing status of persons served in the aggregate;
 - Status of funding as presented in the Cal ICH approved, standardized budget; and
 - Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use Cal ICH supplied funding codes.

Cal ICH's discretion in identifying which information shall be included in these reports is absolute and final.

Pursuant to Health and Safety Code (HSC) Section 50254, grantees shall provide data elements, including, but not limited to, health information, in a manner consistent with state and federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System.

Pursuant to HSC Section 50254(b)(3), Grantees shall report individual, client-level data for persons served by grant funding to the council, in addition to any data reported through local Homeless Management Information System, as required by the council for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

Pursuant to HSC Section 50254(b)(4), Council staff may use information reported directly from grantees and through statewide Homeless Data Integration System for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

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- ii. The quarterly reports shall be submitted on a template to be provided by Cal ICH at least 90 days prior to the first reporting deadline. Cal ICH may request interim reports as needed and will provide no less than 30 days' notice to Grantees.
- iii. If the Grantee fails to provide any such report, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

b) Evaluation

- i. At Cal ICH's discretion, Grantees shall participate in a program evaluation regarding their implementation of ERF awards. To support this effort, the Cal ICH will contract a third party to complete the evaluation.
- ii. Grantees are expected to be close partners with Cal ICH for this program evaluation and for all evaluative aspects of this Program. This means timely and accurate reporting, candid communication of success or challenges, and availability of persons, information, or materials. More specifically, Grantees must cooperate with Cal ICH or its designee as reasonably required to implement an evaluation plan. This includes providing or facilitating the collection of data and materials as reasonably requested by Cal ICH or its designee.
- iii. For the purpose of evaluation, Cal ICH or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable advance notice. Cal ICH will comply with Grantee's site visit terms during any site visits.
- iv. Grantees should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation by the Grantee or subgrantee.
- v. Grantees shall notify Cal ICH and provide copies of any reports or findings if Grantee conducts or commissions any third-party research or evaluation regarding their funded project.
- vi. All terms and conditions that apply to reporting similarly apply to evaluation.

c) Auditing

Cal ICH reserves the right to perform or cause to be performed a financial audit. At Cal ICH request, the Grantee shall provide, at its own expense, a financial

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audit prepared by a certified public accountant. Should an audit be required, the Grantee shall adhere to the following conditions:

- i) The audit shall be performed by an independent certified public accountant.
- ii) The Grantee shall notify Cal ICH of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Cal ICH to the independent auditor's working papers.
- iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Cal ICH for each audit finding within 90 days from the date of the audit finding report.

5) **Inspection and Retention of Records**

a) **Record Inspection**

Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Cal ICH, or its designee, with any relevant information requested. The Grantee agrees to give Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Encampment Resolution Funding Program laws, Cal ICH guidance or directives, and this Agreement.

b) **Record Retention**

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

6) **Breach and Remedies**

a) **Breach of Agreement**

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Breach of this Agreement includes, but is not limited to, the following events:

- i. Grantee's failure to comply with the terms or conditions of this Agreement.
- ii. Use of, or permitting the use of, Encampment Resolution funds provided under this Agreement for any ineligible activities.
- iii. Any failure to comply with the deadlines set forth in this Agreement.

b) Remedies for Breach of Agreement

In addition to any other remedies that may be available to Cal ICH in law or equity for breach of this Agreement, Cal ICH may:

- i. Conduct a program monitoring which will include a corrective action plan (CAP) with findings, remedies, and timelines for resolving the findings.
 - ii. Bar the Grantee from applying for future Encampment Resolution funds;
 - iii. Revoke any other existing Encampment Resolution award(s) to the Grantee;
 - iv. Require the return of any unexpended Encampment Resolution funds disbursed under this Agreement;
 - v. Require repayment of Encampment Resolution funds disbursed and expended under this Agreement;
 - vi. Require the immediate return to Cal ICH of all funds derived from the use of Encampment Resolution funds
 - vii. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with Encampment Resolution requirements.
- c) All remedies available to Cal ICH are cumulative and not exclusive.
- d) Cal ICH may give written notice to the Grantee to cure the breach or violation within a period of not less than 14 days.

7) Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Cal ICH to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these

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provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Cal ICH to enforce these provisions.

8) **Nondiscrimination**

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or any other characteristic protected by state or federal law. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, Section 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, Section 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, Section 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9) **Conflict of Interest**

All Grantees are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Sections 10410 and 10411.

- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract

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in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

- c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, Section 81000 et seq.).
- d) **Representatives of a County:** A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10) Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, Section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code Section 8355, subdivision (a)(1).

- a) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Grantee's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance program; and

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- iv. Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.
- b) Provide, as required by Government Code Section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
 - i. Will receive a copy of Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee's condition of employment or subcontract.

11) Child Support Compliance Act

For any Contract Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12) Special Conditions – Grantees/Subgrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in [Exhibit E](#). These conditions shall be met to the satisfaction of Cal ICH prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of Encampment Resolution funds. Failure to comply with these conditions may result in termination of this Agreement.

- a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:
 - i. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

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- ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
- iii. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.
- iv. Agree to include and enforce all the terms of this Agreement in each subcontract.

13) Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the Encampment Resolution program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to Cal ICH upon request.

14) Inspections

- a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b) Cal ICH reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) **Litigation**

- a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Cal ICH, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

- b) The Grantee shall notify Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Cal ICH, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Cal ICH.

**Encampment Resolution Funding Program
Standard Agreement**

**EXHIBIT E
SPECIAL TERMS AND CONDITIONS**

- 1) All proceeds from any interest-bearing account established by the Grantee for the deposit of funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of funds, must be used for eligible activities and reported on as required by Cal ICH.
- 2) Grantee shall utilize its local Homeless Management Information System (HMIS) to track Encampment Resolution funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by funding (e.g., by creating appropriate - Encampment Resolution specific funding sources and project codes in HMIS).
- 3) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code Section 50254. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.
- 4) Grantee agrees to accept technical assistance as directed by Cal ICH or by a contracted technical assistance provider acting on behalf of Cal ICH and report to Cal ICH on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.
- 5) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape

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all levels of planning and implementation, including through opportunities to hire people with lived experience.

- 6) Cal ICH maintains sole authority to determine if a grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

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SCO ID:

WHEN DOCUMENT IS FULLY EXECUTED RETURN

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22-ERF-2-L-10005	Riverside County Clerk's Office Post Office Box 1147, P	PURCHASING AUTHORITY NUMBER (If Applicable) 010725	Board, Stop 1070 22-02-1147
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

Department of Housing and Workforce Solutions

2. The term of this Agreement is:

START DATE

Upon BCSH Approval

THROUGH END DATE

9/30/2025

3. The maximum amount of this Agreement is:

\$10,997,001.36 (Ten Million Nine Hundred Ninety Seven Thousand One Dollars and Thirty Six Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Authority, Purpose and Scope of Work	6
Exhibit B	Budget Detail and Disbursement Provisions	4
Exhibit C	State of California General Terms and Conditions	1
+ - Exhibit D	General Terms and Conditions	10
+ - Exhibit E	Special Terms and Conditions	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

Department of Housing and Workforce Solutions

CONTRACTOR BUSINESS ADDRESS

3403 Tenth Street, Suite 310

CITY

Riverside

STATE

CA

ZIP

92501

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

FORM APPROVED COUNTY COUNSEL

BY: Lisa Sanchez 11/02/2022
LISA SANCHEZ DATE

NOV 8 2022 3/4

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22-ERF-2-L-10005	PURCHASING AUTHORITY NUMBER (If Applicable) 010725
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTING AGENCY ADDRESS

915 Capitol Mall, Suite 350-A

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Lourdes Castro Ramírez

TITLE

Secretary

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**Encampment Resolution Funding Program
Round 2, Lookback Disbursement (ERF-2-L)
Standard Agreement**

**EXHIBIT A
AUTHORITY, PURPOSE, AND SCOPE OF WORK**

1) **Authority**

The State of California has established the Encampment Resolution Funding Program (“ERF” or “Program”) pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code. Amended by SB 197 (Statutes of 2022, Chapter 70, Sec.3-8, effective June 30, 2022).

The Program is administered by the California Interagency Council on Homelessness (Cal ICH) in the Business, Consumer Services and Housing Agency (“Agency”). ERF provides one-time, competitive grant funds to continuums of care and / or local jurisdictions as defined below. To date, there have been two rounds of the Encampment Resolution Funding Program. This Standard Agreement governs the Lookback Disbursement in Round 2 of the ERF Program (“ERF-2-L”). For this Standard Agreement, ERF-2-L is synonymous with “ERF” or “Program”.

This Standard Agreement along with all its exhibits (“Agreement”) is entered into by the Cal ICH and a continuum of care or a local jurisdiction (“Grantee”) under the authority of, and in furtherance of, the purpose of the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the Request for Applications (“RFA”) under which the Grantee applied, the representations contained in the Grantee’s application, Cal ICH guidance or directives, and the requirements appearing in the statutory authority for the Program cited above.

2) **Purpose**

As stated in the RFA, the program incorporates two interdependent objectives.

- a) The Program funds local demonstration projects that feature data-informed, innovative service delivery models and cross systems collaborations that support individuals experiencing homelessness in encampments towards a meaningful path to safe and stable housing through non-punitive, low-barrier, person-centered, Housing First approaches. These projects must comply with the principles of Housing First as defined in Welfare and Institutions Code Section 8255, must serve a specific encampment site, and be designed to achieve sustainable outcomes for both recipients of services and the encampment site to be resolved.

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- b) In close partnership with Grantees, Cal ICH or its agents will analyze Grantee's demonstration projects to evaluate activities and outcomes for the purpose of sharing scalable and replicable encampment resolution models that may be implemented across the state.

3) **Definitions**

The following Encampment Resolution Funding Program terms are defined in accordance with Health and Safety Code Section 50250, Subdivisions (a) – (l);

- (a) "Additional funding round moneys" means moneys appropriated for the program in or after fiscal year 2022–23.
- (b) "Agency" means the Business, Consumer Services, and Housing Agency.
- (c) "Applicant" means a continuum of care or local jurisdiction
- (d) "Continuum of care" has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
- (e) "Council" means the California Interagency Council on Homelessness, previously known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- (f) "County" includes, but is not limited to, a city and county.
- (g) "Funding round 1 moneys" means moneys appropriated for the program in fiscal year 2021–22.
- (h) "Homeless" has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
- (i) "Local jurisdiction" means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.
- (j) "Program" means the Encampment Resolution Funding program established pursuant to this chapter.
- (k) "Recipient" means an applicant that receives grant funds from the council for the purposes of the program.
- (l) "State right-of-way" means real property held in title by the State of California

Additional definitions for the purposes of ERF program:

"Grantee" is synonymous with "Recipient"

"Subrecipients" or "subgrantees" are entities that receive subawards from "recipients" or "grantees" to carry out part of the Program.

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“Expended” means all ERF funds obligated under contract or subcontract that have been fully paid and receipted, and no invoices remain outstanding.

“Obligate” means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using ERF funding. Grantees must obligate the funds by the statutory deadlines set forth in this Exhibit A.

4) **Scope of Work**

This Scope of Work identifies the terms and conditions necessary to accomplish the Program’s intended objectives.

As detailed in [Exhibit A.2](#), the Program has two, interdependent objectives. First, grantees will implement ERF funded local demonstration projects. Second, in close partnership with Grantees, Cal ICH will evaluate the manner and outcomes of this implementation. Those learnings will be shared across the state.

Grantees will implement their ERF funded local demonstration projects in compliance with the terms and conditions of this Agreement, the Request for Applications (“RFA”) under which the Grantee applied, the representations contained in the Grantee’s application, Cal ICH guidance or directives, and the requirements per the authorizing statute.

Permissible eligible uses and activities are detailed below in [Exhibit B](#), Budget Details and Disbursement Provisions. Prior to fully executing this agreement, Grantees must standardize their budget using an Cal ICH provided budget template.

Because of the legislative intent to share scalable and replicable encampment resolution models, Grantees are expected to be close partners with Cal ICH. This means timely and accurate reporting, candid communication of successes and challenges, and availability of persons, information, or materials.

Quarterly reporting requirements are detailed below in [Exhibit D.4](#). Reporting, Evaluation, and Audits.

Fiscal deadlines are detailed below in [Exhibit A.6](#). Effective Date, Term of Agreement, and Deadlines.

Grantees shall complete a Final Work Product (As detailed below in [Exhibit A.6.d.](#)) and participate in a program evaluation regarding their implementation of ERF awards. To support this effort, Cal ICH will make Technical Assistance available.

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Cal ICH maintains sole authority to determine if a grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

5) **Cal ICH Contract Coordinator**

The Cal ICH's Contract Coordinator for this Agreement is the Council's Grant Development Section Chief or the Grant Development Section Chief's designee. Unless otherwise instructed, any communication shall be conducted through email to the Cal ICH Contractor Coordinator or their designee. If documents require an original signature, the strongly preferred form is an e-Signature in accordance with the Uniform Electronic Transactions Act (UETA). If an Awardee is unwilling or unable to sign a document electronically, BCSH shall accept wet or original signed documents. These documents containing wet signatures should be both mailed to Cal ICH and scanned and emailed as instructed. State law or policy may require the use of wet signatures for specific documents. The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business, Consumer Services and Housing Agency	Department of Housing and Workforce Solutions
SECTION/UNIT:	California Interagency Council on Homelessness (Cal ICH)	
ADDRESS:	801 Capital Mall, 6 th floor Sacramento, CA, 95814	3403 Tenth Street, Suite 310, Riverside, CA 92501
CONTRACT COORDINATOR	Jeannie McKendry	Raushanah Walker
PHONE NUMBER:	(916) 510-9446	(951) 203-4035
EMAIL ADDRESS:	Jeannie.McKendry@bcsh.ca.gov and calichgrants@bcsh.ca.gov	rwalker@rivco.org

The Council reserves the right to change their Cal ICH Contractor Coordinator, designee, and / or contact information at any time with reasonable notice to the Grantee.

All requests to update the Grantee information listed within this Agreement shall be emailed to the Cal ICH grant's general email box at calichgrants@bcsh.ca.gov.

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6) **Effective Date, Term of Agreement, and Deadlines**

- a) This Agreement is effective upon execution by Cal ICH. This is indicated by the Cal ICH provided signature and date on the second page of the accompanying STD. 213, Standard Agreement.
- b) Performance shall start no later than 30 days, or on the express date set by Cal ICH and the grantees, after all approvals have been obtained and the Grant Agreement is fully executed. Should the grantee fail to commence work at the agreed upon time, Cal ICH, upon five (5) days written notice to the grantee, reserves the right to terminate the Agreement.
- c) Grantees will continue to perform until the Agreement is terminated, including data reporting and participation in program evaluation activities, as needed.
- d) This Agreement will terminate on March 31, 2026.

Grantees shall submit a Final Work Product by September 30, 2025. The Final Work Product will include programmatic and fiscal data and a narrative on the outputs and outcomes of the program on a reporting template to be provided by Cal ICH

Cal ICH will review submitted Final Work Products and collaborate with Grantees to cure any deficiencies by March 31, 2026.

Grantees are expected to continue performing until March 31, 2026. This means timely and accurate reporting, candid communication of success or shortcomings, and availability of persons, information, or materials.

- e) Expenditure Deadlines:
 - i. Grantees shall expend no less than 50 percent of Program funds by June 30, 2024. Any funds not expended by this date shall be returned to the council pursuant to HSC Section 50253(d). Cal ICH will use quarterly fiscal reporting as required in [Exhibit D.4.a.](#) of this agreement to determine the amount to be returned.
 - ii. All Program funds (100 percent) shall be expended by June 30, 2025. Any funds not expended by this date shall revert to the fund of origin pursuant to HSC Section 50253(d).
- f) Obligation Deadlines:

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All Program funds (100 percent) shall be obligated by June 30, 2024. Recipients that do not meet this requirement shall submit to the council within 60 days of the end of the second fiscal year a plan for obligating 100 percent of their allocation within six months. The council may subject recipients that do not meet the underlying 100 percent obligation requirement to additional corrective action determined by the council.

7) **Special Conditions**

Cal ICH maintains sole authority to determine if a grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

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**Encampment Resolution Funding Program
Standard Agreement**

**EXHIBIT B
BUDGET DETAIL and DISBURSEMENT PROVISIONS**

1) General Conditions Prior to Disbursement

All Grantees must submit the following completed forms prior to Encampment Resolution funds being released:

- Request for Funds Form (“RFF”)
- STD 213 Standard Agreement form and initialed Exhibits A through E
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

2) Disbursement of Funds

Encampment Resolution funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS), and the State Controller’s Office (SCO).

The RFF must include the total amount of Program funds proposed to be expended. The Encampment Resolution funds will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

3) Budget Details and Expenditure of Funds

The Grantee shall expend Program funds on eligible uses and activities as detailed in the submitted standardized budget. Grantees must standardize their budget using an Cal ICH provided budget template. Cal ICH reserves the right to direct specific line-item changes in the originally submitted Application budget or subsequently submitted standardized budgets.

To ensure efficient and reliable processing, grantees shall submit budget change requests through a designated submission portal (i.e., currently Cognito, though subject to change). These requests will be reviewed in the first week of each month. Failure to submit by 5 pm on the 1st day of the month subjects a Grantee to having their budget change request being reviewed the following month. Cal ICH may consider budget change requests outside of this timeline and through email as needed due to documented, exigent circumstances. Grantees carry the burden to anticipate foreseeable budget change requests and should plan accordingly.

Cal ICH reserves the right to amend or adjust this process as necessary.

Budget Changes

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Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by Cal ICH so long as the total expenditures (actual and projected) for each eligible use category remain the same as approved in the standardized budget.

Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the Council's Grant Development Section Chief or their designee, in writing, before the Grantee may expend Program funds according to an alternative standardized budget. The Grant Development Section Chief will respond to Grantee with approval or denial of request. Failure to obtain written approval from the Grant Manager or their designee as required by this section may be considered a breach of this Agreement. A breach of this agreement may result in remedies listed below in [Exhibit D.6. Breach and Remedies](#).

Regardless of an increase or decrease of an expenditure amount, any significant or material programmatic or fiscal change as considered by a reasonable project manager should be submitted to Cal ICH for approval.

These eligible uses and activities must be consistent with Health and Safety Code (HSC) Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, Cal ICH guidance or directives, the Request for Applications ("RFA") under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in [Exhibit A.2. Purpose](#).

Eligible uses and activities include, but are not limited to, the following:

Direct Services and Housing Options: activities to address immediate crisis needs and paths towards safe and stable housing for people living in encampments including, but not limited to, street outreach and engagement, housing and/or systems navigation, interim housing, and permanent housing.

Capacity Building: activities to enhance the systems carrying out the demonstration project including, but not limited to, service coordination efforts, establishing and strengthening cross-system partnerships, and workforce development including specialized training and contracting with providers of culturally specific interventions.

Sustainable Outcomes: activities and interventions to ensure sustained outcomes for the people served and to support sustained restoration of encampment sites to their intended or original state.

Administration: up to 5% of awarded Program funds may be applied to administrative costs.

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Program funds shall not be expended on Ineligible Costs as detailed immediately below.

4) **Ineligible Costs**

Encampment Resolution funds shall not be used for costs associated with activities in violation, conflict, or inconsistent with Health and Safety Code (HSC) Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, Cal ICH guidance or directives, the Request for Applications (“RFA”) under which the Grantee applied, representations contained in the Grantee’s application, and the Purpose of the Program as detailed in [Exhibit A.2](#). Purpose.

Costs shall not be used for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

Moreover, no parties to this contract nor their agents shall directly or indirectly use ERF awards for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. ERF funded activities that cause a traumatic effect are inconsistent with ensuring the safety and wellness of people experiencing homelessness in encampments.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of Encampment Resolution fund expenditures.

Cal ICH reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use Encampment Resolution funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Cal ICH at an amount and timeframe determined by Cal ICH.

An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed, and must be reimbursed to Cal ICH by the Grantee at an amount and timeframe determined by Cal ICH.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution including site restoration or waste management.

Unless expressly approved by Cal ICH in writing reimbursements are not permitted for any Program expenditures prior to this Agreement’s date of execution.

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**Encampment Resolution Funding Program
Standard Agreement**

**EXHIBIT C
STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS**

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2>

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.

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**Encampment Resolution Funding Program
Standard Agreement**

**EXHIBIT D
GENERAL TERMS AND CONDITIONS**

1) **Termination and Sufficiency of Funds**

a) **Termination of Agreement**

Cal ICH may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in [paragraph 6](#) of this Exhibit D; violation of any federal or state laws; or withdrawal of Cal ICH's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Cal ICH, any unexpended funds received by the Grantee shall be returned to Cal ICH within 30 days of Cal ICH's specified date of termination.

b) **Sufficiency of Funds**

This Agreement is valid and enforceable only if sufficient funds are made available to Cal ICH by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2) **Transfers**

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within [Exhibit D.12](#). (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of Cal ICH and a formal amendment to this Agreement to affect such subcontract or novation.

3) **Grantee's Application for Funds**

Grantee submitted a budget to Cal ICH as part of their application for the Program. Prior to fully executing this agreement, Grantees must standardize their application's budget using an Cal ICH provided budget template.

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications (e.g., standardized budget)

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and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Cal ICH approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Cal ICH may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4) **Reporting, Evaluation, and Audits**

a) **Reporting Requirements**

- i. Grantee is required to provide Cal ICH or its agents with all data and outcomes that may inform an assessment of the funded project. Grantees shall report quarterly and have one Final Work Product submitted prior to this Agreement's termination. Grantees will be required to provide:
 - Outreach and service path data at the anonymized, individual level;
 - Current housing status of persons served in the aggregate;
 - Status of funding as presented in the Cal ICH approved, standardized budget; and
 - Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use Cal ICH supplied funding codes.

Cal ICH's discretion in identifying which information shall be included in these reports is absolute and final.

Pursuant to Health and Safety Code (HSC) Section 50254, grantees shall provide data elements, including, but not limited to, health information, in a manner consistent with state and federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System.

Pursuant to HSC Section 50254(b)(3), Grantees shall report individual, client-level data for persons served by grant funding to the council, in addition to any data reported through local Homeless Management Information System, as required by the council for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

Pursuant to HSC Section 50254(b)(4), Council staff may use information reported directly from grantees and through statewide Homeless Data Integration System for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

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- ii. The quarterly reports shall be submitted on a template to be provided by Cal ICH at least 90 days prior to the first reporting deadline. Cal ICH may request interim reports as needed and will provide no less than 30 days' notice to Grantees.
- iii. If the Grantee fails to provide any such report, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

b) Evaluation

- i. At Cal ICH's discretion, Grantees shall participate in a program evaluation regarding their implementation of ERF awards. To support this effort, the Cal ICH will contract a third party to complete the evaluation.
- ii. Grantees are expected to be close partners with Cal ICH for this program evaluation and for all evaluative aspects of this Program. This means timely and accurate reporting, candid communication of success or challenges, and availability of persons, information, or materials. More specifically, Grantees must cooperate with Cal ICH or its designee as reasonably required to implement an evaluation plan. This includes providing or facilitating the collection of data and materials as reasonably requested by Cal ICH or its designee.
- iii. For the purpose of evaluation, Cal ICH or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable advance notice. Cal ICH will comply with Grantee's site visit terms during any site visits.
- iv. Grantees should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation by the Grantee or subgrantee.
- v. Grantees shall notify Cal ICH and provide copies of any reports or findings if Grantee conducts or commissions any third-party research or evaluation regarding their funded project.
- vi. All terms and conditions that apply to reporting similarly apply to evaluation.

c) Auditing

Cal ICH reserves the right to perform or cause to be performed a financial audit. At Cal ICH request, the Grantee shall provide, at its own expense, a financial

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audit prepared by a certified public accountant. Should an audit be required, the Grantee shall adhere to the following conditions:

- i) The audit shall be performed by an independent certified public accountant.
- ii) The Grantee shall notify Cal ICH of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Cal ICH to the independent auditor's working papers.
- iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Cal ICH for each audit finding within 90 days from the date of the audit finding report.

5) **Inspection and Retention of Records**

a) **Record Inspection**

Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Cal ICH, or its designee, with any relevant information requested. The Grantee agrees to give Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Encampment Resolution Funding Program laws, Cal ICH guidance or directives, and this Agreement.

b) **Record Retention**

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

6) **Breach and Remedies**

a) **Breach of Agreement**

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Breach of this Agreement includes, but is not limited to, the following events:

- i. Grantee's failure to comply with the terms or conditions of this Agreement.
- ii. Use of, or permitting the use of, Encampment Resolution funds provided under this Agreement for any ineligible activities.
- iii. Any failure to comply with the deadlines set forth in this Agreement.

b) **Remedies for Breach of Agreement**

In addition to any other remedies that may be available to Cal ICH in law or equity for breach of this Agreement, Cal ICH may:

- i. Conduct a program monitoring which will include a corrective action plan (CAP) with findings, remedies, and timelines for resolving the findings.
 - ii. Bar the Grantee from applying for future Encampment Resolution funds;
 - iii. Revoke any other existing Encampment Resolution award(s) to the Grantee;
 - iv. Require the return of any unexpended Encampment Resolution funds disbursed under this Agreement;
 - v. Require repayment of Encampment Resolution funds disbursed and expended under this Agreement;
 - vi. Require the immediate return to Cal ICH of all funds derived from the use of Encampment Resolution funds
 - vii. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with Encampment Resolution requirements.
- c) All remedies available to Cal ICH are cumulative and not exclusive.
- d) Cal ICH may give written notice to the Grantee to cure the breach or violation within a period of not less than 14 days.

7) **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Cal ICH to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these

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provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Cal ICH to enforce these provisions.

8) **Nondiscrimination**

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or any other characteristic protected by state or federal law. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, Section 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, Section 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, Section 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9) **Conflict of Interest**

All Grantees are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Sections 10410 and 10411.

- a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract

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in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

- c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, Section 81000 et seq.).
- d) Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10) **Drug-Free Workplace Certification**

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, Section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code Section 8355, subdivision (a)(1).

- a) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Grantee's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance program; and

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- iv. Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.
- b) Provide, as required by Government Code Section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
 - i. Will receive a copy of Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee's condition of employment or subcontract.

11) Child Support Compliance Act

For any Contract Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12) Special Conditions – Grantees/Subgrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in [Exhibit E](#). These conditions shall be met to the satisfaction of Cal ICH prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of Encampment Resolution funds. Failure to comply with these conditions may result in termination of this Agreement.

- a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:
 - i. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

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- ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
- iii. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.
- iv. Agree to include and enforce all the terms of this Agreement in each subcontract.

13) Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the Encampment Resolution program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to Cal ICH upon request.

14) Inspections

- a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b) Cal ICH reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

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15) **Litigation**

- a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Cal ICH, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- b) The Grantee shall notify Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Cal ICH, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Cal ICH.

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**Encampment Resolution Funding Program
Standard Agreement**

**EXHIBIT E
SPECIAL TERMS AND CONDITIONS**

- 1) All proceeds from any interest-bearing account established by the Grantee for the deposit of funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of funds, must be used for eligible activities and reported on as required by Cal ICH.
- 2) Grantee shall utilize its local Homeless Management Information System (HMIS) to track Encampment Resolution funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by funding (e.g., by creating appropriate - Encampment Resolution specific funding sources and project codes in HMIS).
- 3) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code Section 50254. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.
- 4) Grantee agrees to accept technical assistance as directed by Cal ICH or by a contracted technical assistance provider acting on behalf of Cal ICH and report to Cal ICH on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.
- 5) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape

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all levels of planning and implementation, including through opportunities to hire people with lived experience.

- 6) Cal ICH maintains sole authority to determine if a grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

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

and

CONTRACTOR

Project Name

HWSCoC-



HWS HOUSING AND
WORKFORCE
SOLUTIONS

ENGAGE. ENCOURAGE. EQUIP.



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Attachment I – Assurance of Compliance

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This Agreement is made and entered into effective ____ by and between CONTRACTOR, a California nonprofit corporation (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"). The parties agree as follows:

1. DEFINITIONS

- A. "Bed Night" refers to one bed per Client per night.
- B. ' Case Management Services" refers to all of the following various categories of services:
- Mental Health
 - Substance Abuse
 - Housing
 - Employment
 - Children
 - Intake & Assessment
- C. "CES" refers to the Coordinated Entry System in the County of Riverside.
- D. "CoC" refers to the Riverside County Continuum of Care.
- E. "COUNTY" and/or "HWS" refers to the County of Riverside and its Department of Housing and Workforce Solutions Department, which has administrative responsibility for this Agreement. HWS and COUNTY are used interchangeably in this Agreement.
- F. 'Critical Incident" refers to any event that jeopardizes the safety of Participants, staff or facilities. Events may include, but are not limited to, physical altercations, fires, mandated reportable events (e.g. child abuse), etc.
- G. "Crisis Stabilization Housing" or "CSH" refers to sites that will temporarily house homeless individuals & families providing them with intensive case management to assist them in moving into permanent housing (market rate, subsidized, etc.) as quickly as possible.
- H. Emergency Shelter' refers to any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leased or occupancy agreements, as defined per 24 CFR 576.2.
- I. "HWS" refers to the Department of Housing and Workforce Solutions which has administrative responsibility for this Agreement; for purpose of this Agreement, "HWS" and "COUNTY" may be used interchangeably.
- J. "HMIS" refers to the Riverside County Homeless Management Information System.
- K. "Homeless" refers to homeless as defined in 24 CFR 576.2.
- L. "Participant(s)" refers to an individual(s) or family(ies) who is assisted under the Program.
- M. "Permanent Housing" refers to permanent housing and permanent supportive housing as defined in 24 CFR 578.3.

N. "CONTRACTOR" refer to the CONTRACTOR including its employees, agents, representatives, subcontractors and suppliers providing services under this Agreement.

O. "SUBCONTRACTOR" refers to any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the CONTRACTOR or another SUBCONTRACTOR

2. DESCRIPTION OF SERVICES

CONTRACTOR shall provide all services as outlined and specified in Schedule B, Scope of Services, Attachment I – Assurance of Compliance, Attachment II – Forms 2076A, 2076B & Instructions, all of which are attached hereto and incorporated herein as referenced.

3. PERIOD OF PERFORMANCE

This Agreement is effective ____ ("Effective Date") and continues in effect through _____. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter until the end of the period of performance. COUNTY and CONTRACTOR agree that all services provided to the Target Population are estimated to be, and shall be, fully performed by ____.

4. COMPENSATION

COUNTY shall pay CONTRACTOR for services performed, products provided, or expenses incurred in accordance with Schedule A, "Payment Provisions." COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

HWS obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made.

6. TERMINATION FOR CONVENIENCE

A. COUNTY may terminate this Agreement without cause upon giving thirty (30) days written notice served on CONTRACTOR stating the extent and effective date of termination.

B. After receipt of the notice of termination, CONTRACTOR shall:

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

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

C. After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

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

7. TERMINATION FOR CAUSE

A. COUNTY may, at any time, upon five (5) days written notice, terminate this Agreement for cause, if CONTRACTOR refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure, Cause shall include, but is not limited to:

(1) CONTRACTOR's failure to comply with the terms or conditions of this Agreement;

- (2) Use of, or permitting the use of funds provided under this Agreement for any ineligible activities;
- (3) Any failure to comply with the deadlines set forth in this Agreement;
- (4) Violation on any federal or state laws or regulations; or
- (5) Withdrawal of HCD's expenditure authority.

B. In addition to the other remedies that may be available to COUNTY in law or equity for breach of this Agreement, COUNTY may:

- (1) Bar the CONTRACTOR from applying for future funds;
- (2) Revoke any other existing award(s) to the CONTRACTOR;
- (3) Require the return of any unexpended funds disbursed under this Agreement;
- (4) Require repayment of funds disbursed and expended under this Agreement;
- (5) Require the immediate return to COUNTY of all funds derived from the use of funds including, but not limited to recaptured funds and returned funds;
- (6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with requirements; and,
- (7) Seek such other remedies as may be available under this Agreement or any law.

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

- (1) Stop all work under this Agreement on the date specified in the notice of termination; and
- (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which if the Agreement had been completed or continued, would be required to be furnished to COUNTY.

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

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

8. REQUEST FOR WAIVER AND WAIVER OF BREACH

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

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

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

10. CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST

- A. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform the COUNTY of all CONTRACTOR's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.
- B. CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom CONTRACTOR is doing business or proposing to do business, in fulfilling this Agreement.
- C. CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.
- D. CONTRACTOR and its employees shall comply with all applicable provisions of federal and state laws pertaining to conflict of interests, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq., Government Code section 1090, and Public Contract Code sections 10410 and 10411.

11. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting CONTRACTOR performance through any combination of on-site visits, inspections, evaluations, and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items. CONTRACTOR shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.
- B. CONTRACTOR agrees that COUNTY, or their designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. CONTRACTOR agrees to provide COUNTY, or their designees, with any relevant information requested. CONTRACTOR agrees to permit COUNTY, or their designees, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159,

Statutes of 2019), program guidance document published on the website, and this Agreement. CONTRACTOR further agrees to retain all records described in this paragraph for a minimum of five (5) years after the termination of this Agreement. If any litigation, claim negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

C. COUNTY reserves the right to perform or cause to be performed a financial audit. At COUNTY's request, the CONTRACTOR shall provide, at CONTRACTOR's own expense, a financial audit prepared by a certified public accountant. administrative funds may be used to fund this expense.

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

(2) The CONTRACTOR shall notify COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by COUNTY to the independent auditor's working papers.

(3) The CONTRACTOR is responsible for the completion of audits and all costs of preparing audits.

(4) If there are audit findings, the CONTRACTOR must submit a detailed response acceptable to COUNTY for each finding within ninety (90) days from the date of the audit finding report.

12. CONFIDENTIALITY

A. CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

B. 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 protect from unauthorized disclosure names and other identifying information concerning person receiving services pursuant to this Agreement. CONTRACTOR shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement. CONTRACTOR shall comply with Welfare and Institutions Code Section (WIC) 10850.

C. 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.

- D. CONTRACTOR shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. HOLD HARMLESS/INDEMNIFICATION

- A. CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.
- B. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice, subject to the approval of COUNTY which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.
- C. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- D. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

14. INSURANCE

- A. Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- C. CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations

under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- D. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- E. It is understood and agreed to by the parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- G. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to COUNTY.
- I. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

15. WORKER'S COMPENSATION

If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy

shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

16. VEHICLE LIABILITY

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

17. COMMERCIAL GENERAL LIABILITY

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

18. INDEPENDENT CONTRACTOR

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

19. PROFESSIONAL LIABILITY

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

20. USE BY POLITICAL ENTITIES

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in

Riverside County and under certain circumstances entities located in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

21. 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 Agreement. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exceptions necessary for performance of this Agreement.

22. NO DEBARMENT OR SUSPENSION

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

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

23. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

CONTRACTOR shall comply with all applicable state and federal laws, rules, regulations, requirements, and directives which impose duties and regulations upon COUNTY as though made with CONTRACTOR directly that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, federal, state, and local housing and building codes and any applicable COUNTY policies and procedures, including but not limited to:

a. County of Riverside Continuum of Care Written Standards:

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

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

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

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

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

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

24. INSPECTIONS

- A. The COUNTY shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the requirements.
- B. CONTRACTOR shall correct all work that is determined based on such inspections not to conform to the applicable requirements and COUNTY shall withhold payments to the CONTRACTOR until it is corrected.

26. EMPLOYMENT PRACTICES

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

27. CHILD SUPPORT COMPLIANCE ACT

- A. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The CONTRACTOR, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department (EDD).
- C. In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within ten (10) days when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of this Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone

directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

28. DRUG FREE WORKPLACE CERTIFICATION

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

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

27. PERSONNEL

A. Upon request by COUNTY, CONTRACTOR agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult 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 Agreement.

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

30. LOBBYING

- A. CONTRACTOR certifies no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the underlying federal contract, grant, loan, or cooperative agreement, 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 all contracts or subcontracts entered into in connection with this Agreement and that all CONTRACTOR's subcontractors shall certify and disclose accordingly.

31. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

32. SUPPLANTATION

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

33. ASSIGNMENT

CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY. Any attempt to assign or transfer any interest without written consent of COUNTY shall be deemed void and of no force or effect.

34. FORCE MAJEURE

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

35. GOVERNING LAW

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

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 Agreement which is not resolved by the parties shall be decided by COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed diligently with the performance of this Agreement pending resolution of a dispute.
- B. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

37. ADMINISTRATIVE/CONTRACT LIAISON

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

38. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

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

B. 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. CONTRACTOR must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For copies of this brochure, visit the following website at:

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

Civil Rights Complaints should be referred to:

Program Manager
Riverside County Department of Housing and Workforce Solutions
3403 10th 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 Participant in both languages.

39. NOTICES

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

COUNTY:
Department of Housing and Workforce Solutions
3403 Tenth St. Ste. 300
Riverside, CA 92501

CONTRACTOR:

40. **SIGNED IN COUNTERPARTS**
This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
41. **ELECTRONIC SIGNATURES (after SIGNED IN COUNTERPARTS)**
This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.
42. **MODIFICATION OF TERMS**
This Agreement may be modified only by a written amendment signed by authorized representatives of both parties.
43. **ENTIRE AGREEMENT**
This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

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

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

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

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

BUDGET CATEGORY	Total
Total	

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

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

A.3 WITHHELD PAYMENTS

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

A.4 DISALLOWANCE

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

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

A.5 FISCAL ACCOUNTABILITY

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

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

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

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

A.7 FINAL REIMBURSEMENT

Unless approved by HHPWS in writing, all final requests for reimbursement of authorized expenditures under this Grant must be submitted to HHPWS no later than .

B.1 GENERAL REQUIREMENTS

CONTRACTOR shall adhere to all applicable provisions outlined in and CONTRACTOR shall cooperate with COUNTY in fulfilling its obligations under. In addition, CONTRACTOR shall:

- a. Be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. CONTRACTOR shall also provide Participant linkages to other sources of support. CONTRACTOR shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- b. Participate in and accept its Participant referrals from the CoC CES. The CES is a part of the Riverside County CoC's cohesive and integrated housing crisis response system with existing programs, bringing them together into a "no-wrong-door" system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals. CES participation is a federal and state requirement under HEARTH Act 2009, 24 CFR parts 91 and 576; 24 CFR 576.400(d); and 25 CCR Section 8409.
- c. Agree to participate in the HMIS.
 1. HMIS security policies and procedures, and entering required Participant data on a regular and timely basis.
 2. COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant CONTRACTOR access to use the HMIS software for the term of this Agreement.
 3. CONTRACTOR shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside CoC HMIS Policies and Procedures Manual, which is located on the County of Riverside CoC website: <https://www.harivco.org/HomelessManagementInformationSystem/tabid/237/Default.aspx>.
 4. CONTRACTOR must maintain a valid HMIS End User Agreement on file with the COUNTY, which is located on the County of Riverside CoC website: <https://www.harivco.org/HomelessManagementInformationSystem/tabid/237/Default.aspx>.

B.2 Provide the Services**B.3 REPORTING**

CONTRACTOR shall submit reports, as requested by COUNTY in order for COUNTY to comply with its reporting requirements set forth in Standard Agreement

B.3

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

CONTRACTOR
NAME OF ORGANIZATION

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

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

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

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

Date

Director's Signature

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

CR50-Vendor Assurance of Compliance

COUNTY OF RIVERSIDE

CONTRACTOR PAYMENT REQUEST

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

From: CONTRACTOR
Remit to Name

Address

Sub recipient Name

Sub recipient Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

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

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

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

Authorized Signature Title Date

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

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

COUNTY OF RIVERSIDE DEPARTMENT OF HOUSING AND WORKFORCE SOLUTIONS CONTRACTOR EXPENDITURE REPORT (2076B)	
--	--

CONTRACTOR:

ACTUAL EXPENDITURES FOR (MM/YYYY)

CONTRACT #:

EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	CURRENT EXPENDITURES BILLABLE AMOUNT	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT
------------------	--------------------------	--------------------------------------	-------------------------	----------------------------

List each item as outlined in contract budget.

TOTAL BUDGET/EXPENSES				

IN-KIND CASH CONTRIBUTION

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

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

HWS 2076B (8/03) Contract Expenditure Report

DEPARTMENT OF HOUSING AND WORKFORCE SOLUTIONS FORMS
 Mailing Instructions: When completed, these forms will summarize all of your claims for

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

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

HWS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"
The legal name of your agency.

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

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

"Contract Number"
Can be found on the first page of your contract.

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

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

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

"Authorized Signature, Title, and Date (CONTRACTOR'S)
Self-explanatory (required). Original Signature needed for payment.
EVERYTHING BELOW THE THICK SOLID LINE IS FOR HWS USE ONLY AND SHOULD BE LEFT BLANK.

Supporting Documentation Instructions

SUPPORTING DOCUMENTATION

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

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

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

CLAIM DOCUMENTATION REQUIRED BY THE COUNTY

RAPID REHOUSING / EMERGENCY SHELTER

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

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

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

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

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

Attachment B

Time/Activity Report

HUD EMERGENCY SOLUTION GRANT TIME/ACTIVITY REPORT

AGENCY NAME - EMPLOYEE NAME

DATES: (dates for pay period)

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

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

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

Employee Signature

Date

Supervisor Signature

Date

Attachment C – Memorandum of Understanding
County of Riverside
Department of Housing and Workforce Solutions
3403 Tenth Street, Suite 300
Riverside, CA 92501

and

County of Riverside Department ____
Encampment Resolution Funding Program
Project
HWSCoC-000



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.



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List of Schedules

Schedule A – Payment Provisions

MEMORANDUM OF UNDERSTANDING TERMS AND CONDITIONS

WHEREAS, the Department of Housing and Workforce Solutions (herein referred to as “HWS”) has been designated by the COUNTY to provide coordination and administration of the COUNTY’s Continuum of Care Program;

WHEREAS, Pursuant to the State of California’s Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code. Amended by SB 197 (Statutes of 2022, Chapter 70, Sec. 3-8, effective June 30, 2022).

WHEREAS, HWS desires the County of Riverside Department of _____ to perform 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 ____; and,

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

1. DEFINITIONS

- A. “Budget Amendment” means any change affecting the overall total grant amount awarded that may or may not affect the scope of work.
- B. “Budget Modification” means any change on the dollar amounts of budget line items without any change on the overall total grant amount awarded of this agreement.
- C. “CoC” refers to the Continuum of Care for Riverside County.
- D. “Continuum of Care Program” or “CoC Program” refers to the HUD program designed to promote communitywide commitment to the goal of ending homelessness and provide funding for efforts by homeless service providers.
- E. “COUNTY” or “HWS” refers to the County of Riverside and its Department of Housing and Workforce Solutions, which has administrative responsibility for this Memorandum of Understanding (MOU). HWS and COUNTY are used interchangeably in this MOU.
- F. “SUBRECIPIENT” refers to Department of _____ including its employees, agents, representatives, subcontractors and suppliers. ____ and Subrecipient used interchangeably in this MOU.

2. DESCRIPTION OF SERVICES

SUBRECIPIENT shall provide -

3. PERIOD OF PERFORMANCE

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

4. COMPENSATION

COUNTY shall pay SUBRECIPIENT for services performed, products provided, or expenses incurred in accordance with Schedule A, “Payment Provisions.” COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any

specified amount of services or product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this Agreement. One hundred percent (100%) of ERF funds allocated to SUBRECIPIENT, pursuant to this Agreement, shall be Expended by ____ ("Expenditure Deadline"). Any ERF funds paid to SUBRECIPIENT, but not Expended pursuant to this Agreement by ____ shall be returned to COUNTY within five (5) business days. In the event this Agreement is terminated prior to ____, any funds paid to SUBRECIPIENT, but not Expended prior to the date of termination, shall be returned to COUNTY within five (5) business days of the notice of termination to be returned to HCD and revert to the General Fund.

5. SUPPLANTATION

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

6. CONFIDENTIALITY

A. SUBRECIPIENT shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. SUBRECIPIENT shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. SUBRECIPIENT shall keep all confidential information received from COUNTY in the strictest confidence. SUBRECIPIENT shall comply with Welfare and Institutions Code (WIC) Section 10850.

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

C. SUBRECIPIENT shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. SUBRECIPIENT shall not use such information for any purpose other than carrying out SUBRECIPIENT's obligations under this Agreement.

D. SUBRECIPIENT shall promptly transmit to COUNTY all third-party requests for disclosure of confidential information. SUBRECIPIENT shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

7. ASSIGNMENT

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY. Any attempt to assign or transfer any interest without written consent of COUNTY shall be deemed void and of no force or effect.

8. NOTICES

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

COUNTY:

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

Subrecipient:
Address

A. AVAILABILITY OF FUNDING

HWS obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made.

B. DISPUTES

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

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

1. Phase 1

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

2. Phase 2

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

3. Phase 3

This phase of dispute resolution will be called "Phase 3 Formal Dispute Resolution," and will be conducted by the Director of ___ and The Director of HWS.

9. MODIFICATION OF TERMS

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

10. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event HWS elects to abandon, indefinitely postpone, or terminate the Agreement, HWS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

11. 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 signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process

Attachment C – Memorandum of Understanding attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

12. ENTIRE AGREEMENT

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

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

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

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

Budget Description	Cost
	\$0.00
Total	\$0.00

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

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

A.2 WITHHELD PAYMENTS

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

A.3 DISALLOWANCE

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

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

Attachment C – Memorandum of Understanding
Program award to COUNTY, and may be prohibited from any further participation in the ERF Program. COUNTY may impose any other actions permitted under 24 CFR 576.501 (c).

A.4 FISCAL ACCOUNTABILITY

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

A.5 BUDGET MODIFICATION, BUDGET AMENDMENT, AND OTHER AMENDMENT

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

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

A.6 FINAL REIMBURSEMENT

Unless approved by HWS in writing, all final requests for reimbursement of authorized ERF expenditures hereunder must be submitted to HWS no later than ____.

COUNTY OF RIVERSIDE

SUBRECIPIENT PAYMENT REQUEST

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

From: _____
Remit to Name

Address

Sub recipient Name

Sub recipient Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

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

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

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

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

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

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

Authorized Signature Title Date

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

Business Unit (5) _____

Purchase Order # (10) _____

Invoice # _____

Account (6) _____

Amount Authorized _____

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

Fund (5) _____

Dept ID (10) _____

Program (5) _____

Program (if applicable) _____ Date

Class (10) _____

Management Reporting Unit _____ Date

Project/Grant (15) _____

Contracts Administration Unit _____ Date

Vendor Code (10) _____

General Accounting Section _____ Date

HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include HHPWS 2076A, 2076B (if required), invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

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

HHPWS 2076A
SUBRECIPIENT PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address"

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

"SUBRECIPIENT Name"

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

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding..."

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

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

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

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

1.

ATTACHMENT D
Schedule A
Housing and Workforce Solutions
Budget Adjustment
Fiscal Year 2022/2023

Increase in Appropriations:

21300-5500300000-536200	Contrib To Non-County Agency	\$5,498,501
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Increase in Estimated Revenues:

21300-5500300000-755680	CA- Other Operating Grants	\$5,498,501
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Attachment E

Encampment Resolution Funding Program

Agency Name	Funding Amount
City of Norco	\$ 1,071,434.10
City of Corona	\$ 1,071,434.10
City of Jurupa Valley	\$ 485,982.00
City of Riverside	\$ 613,818.65
Animal Services	\$ 18,750.00
RUHS-BH	\$ 3,600,000.00
HACR	\$ 3,033,249.04
HWS	\$ 1,102,333.47
Total	\$10,997,001.36