

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



**ITEM: 3.23**  
**(ID # 22279)**

**MEETING DATE:**

Tuesday, July 18, 2023

**FROM :** RUHS-BEHAVIORAL HEALTH:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Ratify and Approve the Memorandum of Understanding between Riverside University Health System - Behavioral Health and the City of Menifee to provide Mental Health and Homeless Outreach Services Within the City of Menifee, District 3. [\$180,000 Annually for FY 2023/2024 through FY 2027/2028, Total Cost \$900,000 for Five Years, 100% City of Menifee Funded]

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

1. Ratify and Approve the Memorandum of Understanding (MOU) between Riverside University Health System Behavioral Health (RUHS-BH) and the City of Menifee in the amount of \$180,000 annually, for a total of \$900,000 through June 30, 2028; and
2. Authorize the Director of RUHS-BH to 1) sign and execute the MOU on behalf of the County; and 2) sign renewals and amendments that exercise the options of the MOU including modifications of the statement of work that stay within the intent of the MOU, as approved by County Counsel, not to exceed \$180,000 annually, through June 30, 2028.

**ACTION:Policy**

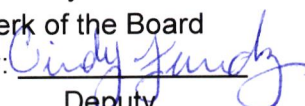
  
Matthew Chang, Director 6/19/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez  
Nays: None  
Absent: None  
Date: July 18, 2023  
xc: RUHS-BH

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
COST	\$ 0	\$ 180,000	\$ 900,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% City of Menifee</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 23/24-27/28</b>	

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

**BACKGROUND:**

**Summary**

Riverside University Health System - Behavioral Health (RUHS-BH) operates a continuum of care system that consists of County-operated and contracted service providers delivering a variety of mental health treatment services within each geographic region of Riverside County.

The purpose and intent of the Memorandum of Understanding (MOU) between RUHS-BH and the City of Menifee is to allow RUHS-BH staff to provide homeless outreach services to link homeless individuals to housing, behavioral health, substance use, and primary care. This will include partnering with law enforcement and responding to calls for service involving homelessness and behavioral health issues. The City of Menifee desires to collaborate with the homeless outreach team, as a qualified and specialized homeless outreach, in order to decrease homelessness and adverse incidents involving mentally ill individuals within the City of Menifee.

Advantages of this partnership include: 1) more engagement with hard-to-reach homeless individuals who suffer from a serious mental illness and/or substance use disorder, 2) increased linkage to available RUHS-BH and community resources, including housing, in a coordinated and effective manner; 2) reducing law enforcement resources by providing mobile case management; 3) increasing behavioral health services to those at risk of injury or death without appropriate services provided directly in the community, and 4) reducing jail incarcerations and involuntary treatment/hospitalizations for individuals whose behavior is exacerbated by homelessness and influenced by a behavioral health crisis and who are the subject of 9-1-1 calls.

On June 15, 2021, Agenda Item #3.24, the Board of Supervisors approved the original MOU between RUHS-BH and the City of Menifee to provide behavioral health and homeless outreach services. RUHS-BH wishes to continue this partnership, therefore, requests that the Board ratify and approve the new MOU with the City of Menifee to continue ongoing homeless outreach services effective July 1, 2023, through June 30, 2028.

**Impact on Citizens and Businesses**

The mental health crisis intervention and homeless outreach services will expand the capacity to provide mental health services to citizens/clients of Riverside County who experience sudden behavioral health crises in the community, or whose treatment in the standard outpatient setting



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has been disrupted. These services are a component of RUHS-BH's system of care aimed at improving the health and safety of consumers and the community.

**Additional Fiscal Information**

The MOU will be funded 100% by the City of Menifee. No additional County funds are required.

*Jacqueline Ruiz*  
\_\_\_\_\_  
Jacqueline Ruiz, Sr. Management Analyst 7/7/2023

*Kelly Moran*  
\_\_\_\_\_  
Kelly Moran, Deputy County Counsel 7/3/2023

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNTY OF RIVERSIDE,  
RIVERSIDE UNIVERSITY HEALTH SYSTEM-BEHAVIORAL HEALTH  
AND  
THE CITY OF MENIFEE  
FOR HOMELESS OUTREACH SERVICES**

THIS MEMORANDUM AGREEMENT ("MOU") is entered into by and between the County of Riverside, Riverside University Health System-Behavioral Health (hereinafter "SUBRECIPIENT") and the City of Menifee (hereinafter "GRANTEE") and is based on the following representations and statements of purpose (collectively "Parties" and each a "Party").

**RECITALS**

- A. WHEREAS, the purpose and intent of this agreement is to allow Behavioral Health (BH) service staff to team with Law Enforcement to provide professional homeless outreach services in collaboration with Menifee Police Department (hereinafter "MPD"); and
- B. WHEREAS, SUBRECIPIENT is qualified to provide homeless outreach BH service employees; and
- C. WHEREAS, the MOU will serve as an understanding of the roles, responsibilities and services to be provided by GRANTEE and SUBRECIPIENT.

NOW, THEREFORE, the Participants mutually agree as follows:

**I. SCOPE OF SERVICE**

The purpose of this MOU between participants is to outline the roles and responsibilities of these agencies to provide homeless outreach services and crisis/triage mental health services as needed.

**II. PROGRAM GOALS**

- A. Provide alternatives to those at risk of injury or death without appropriate mental health/substance use homeless services provided directly in the community in collaboration with local law enforcement.
- B. Reduce jail incarcerations and involuntary behavioral health treatment/hospitalizations for individuals whose behavior is influenced by a mental health disorder/crisis and who are the subject of 9-1-1 calls.
- C. Attempt to divert individuals with behavioral health (mental health and/or substance use) problems into appropriate community services and supports.

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- D. Engage hard to reach homeless who suffer from a serious mental illness and/or substance use disorder and link them to all available SUBRECIPIENT and community resources in a coordinated and effective manner.
- E. Collaborate with community agencies and provide immediate access to treatment and emergency shelter.
- F. Decrease the amount of time that Law Enforcement spends on BH calls in the field.
- G. Educate community agencies and partners about the warning signs of behavioral health risks to destigmatize receiving behavioral health services and increase accessibility to on-going services.
- H. Support individuals and families with navigating mental health crisis while aiding and supporting in minimizing barriers to treatment and services.
- I. Link individuals/families to community resources for immediate crisis services including access to one of the three Mental Health Urgent Cares within Riverside County.
- J. Provide short term case management/follow up services focusing on linkage to on-going services for BH treatment and housing.

**III. LEVELS OF ACCOMPLISHMENT – GOALS AND PERFROMANCE MEASURES**

Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Total Units/Year</u>
Activity#1	<i>At least thirty (30) presumed LMI persons</i>

*LMI person is defined as a person having an income equal or less to than 80% of the area median income, and outlined in the following table, or persons presumed to be LMI in accordance with 24 C.F. R. § 570.208(2)(a).*

Riverside County Area Median Income (FY 2023): \$78,727

Family Members In Household	Extremely Low Income Limits (30% of Median)		Very Low Income Limits (50% of Median)		Low Income Limits (80% of Median)	
	Annual	Monthly	Annual	Monthly	Annual	Monthly
1	\$18,500	\$1,542	\$30,800	\$2,567	\$49,300	\$4,108
2	\$21,150	\$1,762	\$35,200	\$2,933	\$56,350	\$4,695

3	\$23,800	\$1,983	\$39,600	\$3,300	\$63,400	\$5,283
4	\$26,400	\$2,200	\$44,000	\$3,667	\$70,400	\$5,866
5	\$28,550	\$2,379	\$47,550	\$3,962	\$76,050	\$6,337
6	\$30,650	\$2,554	\$51,050	\$4,254	\$81,700	\$6,808
7	\$32,750	\$2,729	\$54,600	\$4,550	\$87,300	\$7,275
8	\$34,850	\$2,904	\$58,100	\$4,841	\$92,950	\$7,745

#### IV. CARES ACT AND CORONAVIRUS (COVID-19)

CDBG-CV funds are funded through the United States Congress adopted Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), as adopted March 27, 2020, and therefore all funded activities must be CDBG-eligible activities that are carried out to prevent, prepare for, and respond to coronavirus on or after January 21, 2020.

RUHS-BH will provide direct assistance to homeless individuals, including but not limited to assistance in obtaining housing, helping address the importance of having appropriate social distancing/space to help mitigate the prevention and spread of COVID-19.

#### V. DUTIES AND RESSPONSIBLITES

##### A. SUBRECIPIENT RESPONSIBILITIES:

The responsibilities of SUBRECIPIENT under this Agreement are described in Section I of Exhibit A to this Agreement.

##### B. GRANTEE RESPONSIBILITIES:

The responsibilities of GRANTEE under this Agreement are described in Section II of Exhibit A of this Agreement.

#### VI. GENERAL COMPLIANCE

Subrecipient shall carry out the Services and operate the Program in conformity with all applicable Federal, state, and local laws, regulations, and rules of governmental agencies having jurisdiction, including without limitation, the CDBG Requirements (except that (1) Subrecipient does not assume the environmental responsibilities described in 24 C.F.R. § 570.604, and (2) Subrecipient does not assume the responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52) and the legal requirements set forth in Exhibit C attached to this Agreement and the statutes referenced therein, all provisions of the Municipal Code of the City of Menifee, and all federal and state fair labor standards, including the payment of prevailing wages and compliance with the Davis-Bacon Act. "CDBG Requirements" shall collectively refer to the requirements of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §§ 5301 et seq.) as amended from time to time, and the implementing regulations set forth in 24 C.F.R. §§ 570 et seq. as amended from time to time, and the requirements set forth and referred to in Exhibit C attached to this



Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. In the case of any conflict between the CDBG Requirements and this Agreement, the CDBG Requirements shall control; it being understood, however, that in order to be in compliance with this Agreement and the CDBG Requirements, Subrecipient shall, to the extent possible, comply with the most restrictive provisions in this Agreement and the CDBG Requirements. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though all such provisions were included. Subrecipient acknowledges and agrees that it shall be and remain, and shall cause Subrecipient personnel to be and remain, fully knowledgeable and apprised of all local, state and federal laws, rules, and regulations in any manner affecting the performance under this Agreement, including the CDBG Requirements. Subrecipient shall indemnify, protect, defend, and hold harmless Grantee and its officials, officers, employees, and agents, with counsel reasonably acceptable to Grantee, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) that results or arises in any way from any of the following: (a) the noncompliance by Subrecipient of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state or federal prevailing wages and hire apprentices); (b) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (c) failure by Subrecipient to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. The foregoing indemnity shall survive termination or expiration of this Agreement. It is agreed by the parties that Subrecipient shall bear all risks of payment or nonpayment of prevailing wages under federal law and California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time.

## VII. FISCAL PROVISIONS

### A. MAXIMUM AMOUNT AND SOURCE OF FUNDS

Total payment under this MOU will not exceed \$180,000 annually thereafter for the program period, and shall automatically renew upon expiration for successive one (1) year periods unless terminated as provided herein as set forth in Exhibit B. This MOU shall be funded through funds identified in the annual GRANTEE and SUBRECIPIENT budgets and is subject to change dependent on funding fluctuations.

### B. COMPENSATION

SUBRECIPIENT shall bill GRANTEE for .60% of one (1) FTE Behavioral Health Specialist II (BHS II) and .60% of one (1) FTE Behavioral Health Specialist III (BHS III) positions.

1. Salaries and Benefits

Salaries and benefits for the BHS II and BHS III positions shall be billed based on the actual cost of the filled position only.

- a. Prior to July 1 of each year, SUBRECIPIENT shall notify GRANTEE of salaries and benefit cost changes.

C. REIMBURSEMENT / PAYMENT / COMPENSATION

SUBRECIPIENT shall compile all payments made by SUBRECIPIENT to fund the BHS II and BHS III by quarter and shall include them in the quarterly billing to be received by GRANTEE within forty-five (45) days following the end of the quarter in which the services were provided (i.e., First Quarter: July – September billing is due November 15<sup>th</sup>). If actuals are not available, an estimated billing may be submitted. Upon submission, GRANTEE will pay the estimated invoice and an adjustment will be made by SUBRECIPIENT on the subsequent quarter's billing for the difference. GRANTEE will reimburse SUBRECIPIENT within thirty (30) days after receipt of the claim. Equipment purchased by either party will remain their property and shall be returned to them upon termination of this MOU.

- a. Subrecipient will not be held responsible for disallowed services by GRANTEES funding agency source.

VIII. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This MOU shall be effective for Five (5) years beginning on July 1, 2023 through Fiscal Year 2027/2028. This MOU may be renewed annually upon mutual consent by all parties (SUBRECIPIENT, and GRANTEE) and upon availability of funding.

B. ALTERATION OF TERMS AND ENTIRE AGREEMENT

The body of this MOU fully expresses all understanding of the parties concerning all matters covered and shall constitute the total MOU. No addition to, or alteration of, the terms of this MOU, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this MOU, which is formally approved and executed by Participants.

C. AMENDMENTS

In the event that either party desires to amend the terms of this MOU, Participants will comply with the terms of this MOU until such time as the amendment is approved or formal action is taken by the County of Riverside Board of Supervisors and the City of GRANTEE's City Council.



**D. TERMINATION**

This MOU may be terminated by either party by giving thirty (30) days written notice by certified mail of intention to terminate, such period beginning upon receipt of notice, and may be terminated for cause, such as a willful and/or material breach of the MOU by either party by giving five (5) days written notice of intention to terminate by certified mail.

**E. NOTICES**

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

**Riverside University Health System-Behavioral Health  
Program Support Unit  
4095 County Circle Drive  
Riverside, CA 92503**

**City of Menifee  
Police Department  
29714 Haun Rd.  
Menifee, CA. 92586  
Attn: Christine Booker**

Unless the persons or addressed are otherwise identified by notice given in the manner specified by this paragraph, all notices shall be deemed effective when they are reduced to writing and deposited in the United States mail, postage prepaid, and addressed as stated above. Any notices, correspondences, reports, and/or statements authorized or required by this MOU addressed in any other fashion, shall not be acceptable.

**F. CONFIDENTIALITY**

GRANTEE agrees to maintain the confidentiality of all mental health and/or substance use client information in accordance with all applicable Federal, State and local laws and regulations. GRANTEE will ensure that names, addresses, phone numbers, and any other individually identifiable information concerning mental health and/or substance use clients and the services they may be receiving are kept confidential. GRANTEE will not divulge any mental health and/or substance use client information to any unauthorized person.

Applicable Confidentiality Laws include, but may not be limited to, California Welfare & Institutions Code, Sections 5328 through 5330, inclusive, 45 CFR Section 205.50, 42 CFR-Chapter 1-Part 2. MPD shall require all its officers, employees, and agents providing services hereunder to acknowledge the

understanding of an agreement to fully comply with, such confidentiality provisions.

GRANTEE shall indemnify and hold harmless SUBRECIPIENT, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by GRANTEE, its officers, employees, or agents.

SUBRECIPIENT agrees to maintain the confidentiality of all criminal and law enforcement information in accordance with all applicable Federal, State and local laws and regulations. SUBRECIPIENT will ensure that names, addresses, phone numbers, and any other individually identifiable information to any unauthorized person.

SUBRECIPIENT shall maintain the confidentiality of all mental health and substance use health records that it maintains, receives, or sends to MPD. Records include, but may not be limited to, claims that include individual identifying client information, individually identifiable health records and information, and/or Management Information System records, SUBRECIPIENT shall have reasonable safeguards in place to prevent unauthorized access to records.

## **IX. MISCELLANEOUS PROVISIONS**

### **A. SEVERABILITY**

If any provision in this MOU 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.

### **B. HOLD HARMLESS-INDEPENDENT PARTNER**

It is understood and agreed GRANTEE is an independent entity and that no relationship of employer-employee exists between the parties hereto. GRANTEE shall not be entitled to any benefits payable to employees of the County of Riverside or SUBRECIPIENT, including County Workers' Compensation Benefits. SUBRECIPIENT is not required to make any deductions from the compensation payable to GRANTEE under the provisions of this MOU; and as an independent entity, GRANTEE hereby hold SUBRECIPIENT and/or the County of Riverside harmless from any and all claims that may be made against SUBRECIPIENT and/or the County of Riverside based upon any contention by any third party that an employer-employee relationship exists by reason of this MOU.

### **C. INSURANCE-INDEMNIFICATION**

Each party hereto agrees to indemnify and hold harmless the other party, its agency, offices, agents and employees, free and harmless from any liability

whatsoever, including wrongful death, based or asserted upon any acts or omission of such Indemnifying Party, relating to or in any way connected with or arising from the accomplishment of the work by the Indemnifying Party.

Each party further agrees to protect, indemnify and defend at its expense including attorney fees, the other party, its agency officers, agents and employees in any legal action(s) or claim(s) based upon such alleged acts or omissions whether the subject action(s) or claim(s) are well-founded, properly filed or pleaded, or not commenced in a court of competent jurisdiction.

Without limiting such indemnification, each party shall maintain in force at all times during the performance of the MOU, insurance policies evidencing coverage during the entire term of the MOU as follows:

1. General liability insurance in the amount of not less than \$1,000,000 per occurrence and aggregate.
2. Workers' Compensation insurance in accordance with statutory requirements.
3. If motor vehicles are used pursuant to this MOU, not less than \$1,000,000 combined single limit for damage to property and injury to persons.

**D. RECORD RETENTION**

GRANTEE agrees to retain all records pertaining to this MOU for a period of three years after termination of this MOU, or such federal and state provisions in effect. If, at the end of three years, there is ongoing litigation or an audit involving those records, SUBRECIPIENT shall retain the original records until the resolution of such litigation or audit; GRANTEE shall retain copies of the records until the resolution of such litigation or audit.

**E. JURISDICTION, VENUE, ATTORNEY'S FEES**

This MOU is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this MOU, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

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**X. SIGNATORIES**

SUBRECIPIENT and GRANTEE mutually agree to fully and faithfully perform all applications set forth in this MOU. Both parties agree to have their duly authorized signatories sign this MOU.

**COUNTY ADDRESS:**

County of Riverside  
Board of Supervisors  
4080 Lemon Street, 5<sup>th</sup> Floor  
Riverside, CA 92501

**INFORMATION COPY:**

County of Riverside  
Riverside University Health System  
Behavioral Health  
P.O. Box 7549  
Riverside, CA 92503-7549

**CITY OF MENIFEE:**

Signed: *Armando Villa*  
By: Armando Villa  
Title: City Manager

Date: 6/21/2023

ATTEST: *Stephanie Rossen*  
City Clerk

Deputy: *Pat Walsh*  
chief City of Menifee  
Address: 29714 Haun Rd.  
Menifee, CA. 92586

**COUNTY OF RIVERSIDE:**

Signed: \_\_\_\_\_  
By: Matthew Chang, Director  
RUHS – Behavioral Health

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

**CITY COUNSEL**

Approved as to Form

BY: *Jeffrey T. Melching, City Attorney*  
City Attorney

**COUNTY COUNSEL**

Approved as to Form

BY: *[Signature]*  
Deputy County Counsel

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## EXHIBIT A

### L. SUBRECIPIENT RESPONSIBILITIES

SUBRECIPIENT will provide one (1) .60 FTE BHS II and one (1) .60 FTE BHS III to work with MPD.

**Assignments:**

1. SUBRECIPIENT staff will work directly with police officers on patrol and with police department administrators to bring direct knowledge and experience regarding BH resources.
2. All assigned SUBRECIPIENT staff will be required to pass security background requirements as determined by MPD.
3. SUBRECIPIENT will provide staff with cell phones that have e-mail functionality.
4. SUBRECIPIENT staff will attend MPD roll calls as requested in order to provide consultation and brief training as it is identified and requested by MPD.
5. SUBRECIPIENT staff will work to find alternatives to divert BH consumers into mental health services and supports including emergency housing, hospitalization, outpatient mental health services and other mental health services.
6. SUBRECIPIENT staff will provide alternatives to incarceration and arrest through referral and linkage to other community based mental health, substance use, and/or social services resources.
7. SUBRECIPIENT staff will provide alternatives to mental health involuntary treatment through referral and linkage to other community based mental health and/or substance use and social services resources.
8. SUBRECIPIENT staff will provide crisis intervention service planning for individuals with mental health issues who are frequently the subject of 9-1-1 calls.
9. SUBRECIPIENT staff will work with police to provide direct intervention from the perspective of BH background and training.
10. SUBRECIPIENT staff will provide engagement and outreach services to homeless mentally ill persons who come in contact with police officers.

11. SUBRECIPIENT staff will provide assistance in dealing with calls involving homeless disturbances or violence that involve potential mentally ill or substance use consumers. SUBRECIPIENT staff will provide assistance and support to children and families in crisis, and linkage to appropriate community services.
12. SUBRECIPIENT staff working within the Police Department will have computer and telephone access, SUBRECIPIENT enrollment, and service contact information to utilize and assist enrolled clients coordinating on-going support from SUBRECIPIENT.
13. Police officers often go to locations where homeless persons congregate. SUBRECIPIENT staff, in coordination with MPD, will work with homeless people where they congregate in order to identify and engage persons that may be eligible for SUBRECIPIENT services and/or to facilitate referrals and linkage to community resources that may assist general population and homeless persons. SUBRECIPIENT staff will coordinate follow-up outreach with SUBRECIPIENT Crisis Intervention Teams and others as needed. SUBRECIPIENT staff will work in the office to arrange social service supports and coordinate services with other agencies and programs.
14. SUBRECIPIENT staff will coordinate with jail incarceration diversion teams and programs including mental health and drug courts to intervene and help to divert persons with a serious mental health disorder into appropriate and recommended mental health treatment services and supports, and persons with impairing substance use disorders into substance use treatment services and supports.
15. SUBRECIPIENT staff may work directly with SUBRECIPIENT Detention staff to coordinate mental health and/or substance use services and assist with issues involving inmates detained through MPD in post-booking, pre-trial diversion and linkage to community resources upon release from incarceration.
16. SUBRECIPIENT staff may work with other mental health crisis response services involving 9-1-1 calls, such as training and support to ambulance emergency medical technicians and Menifee Fire Department paramedics.
17. SUBRECIPIENT staff will provide contact information and phone numbers for community resources and referral.
18. And other duties as agreed upon between both parties.

**DUNS and SAM.GOV Registration and Subaward Identification Notice Requirements**

Subrecipient must have a Data Universal Numbering System (DUNS®) number to be eligible to enter into this agreement. Further, the subrecipient must have an active registration with the federal [www.sam.gov](http://www.sam.gov) site to verify it is eligible to receive federal funds, and not federally debarred. In addition, Grantee shall require completion of the subaward identification notice form attached hereto as Exhibit C. Failure to complete the subaward identification notice form shall render Subrecipient ineligible to receive funds under this agreement.

**II. GRANTEE-MPD RESPONSIBILITIES**

**MPD**

1. MPD will provide office space for SUBRECIPIENT staff.
2. MPD will provide SUBRECIPIENT staff general access into MPD Police Station as identified by MPD.
3. MPD will assign law enforcement personnel and SUBRECIPIENT staff to respond to requests for assistance in the field.
4. MPD will conduct security background investigations for designated SUBRECIPIENT staff and maintain the confidential records of the investigations outcomes.
5. MPD shall provide standard external identification vests to SUBRECIPIENT staff.
6. MPD will provide training, based on a curriculum developed and approved by SUBRECIPIENT, regarding field operations and safety. GRANTEE will reimburse SUBRECIPIENT for salary and benefit cost incurred for the positions of BHS II and BHS III.
7. And other duties as agreed upon between both parties.

**EXHIBIT B  
COMPENSATION**

Compensation shall only be for salary and benefit costs associated with providing the Scope of Services defined in Attachment I

**Personnel Costs (12 Months)**  
Month and Year

County Payment (May Fluctuate)

July	2023	(Up to)	\$15,000
August	2023		\$15,000
September	2023		\$15,000
October	2023		\$15,000
November	2023		\$15,000
December	2023		\$12,500
January	2024		\$15,000
February	2024		\$15,000
March	2024		\$15,000
April	2024		\$15,000
May	2024		\$15,000
June	2024		\$15,000

**Subtotal: \$180,000**



## EXHIBIT C

### SUMMARY OF LEGAL REQUIREMENTS

In addition to the requirements set forth in other provisions of the Agreement, Subrecipient shall comply, and shall cause all Subrecipient's personnel to comply, with the following regulations and requirements insofar as they are applicable to the performance of the Agreement.<sup>1</sup>

#### 1. **Equal Opportunity and Nondiscrimination.**

a. **Title VI of the Civil Rights Act of 1964, as amended, including Public Law 88-352 implemented in 24 C.F.R. Part 1.** This law provides in part that no person shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. In regard to the sale or lease of property, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed and leases prohibiting discrimination under this Title, and providing that Grantee and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient shall enforce such covenant and shall not itself so discriminate.

b. **Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended, including Public Law 90-234.** The Fair Housing Act provides in part that there shall be no discrimination in housing practices on the basis of race, color, religion, sex, and national origin. The Fair Housing Act was amended in 1988 to provide protections from discrimination in any aspect of the sale or rental of housing for families with children and persons with disabilities. The Fair Housing Act also establishes requirements for the design and construction of new rental or for-sale multi-family housing to ensure a minimum level of accessibility for persons with disabilities.

c. **Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, including 42 U.S.C. 5301 *et seq.*, 42 U.S.C. 6101 *et seq.*, and 29 U.S.C. 794.** This law provides in part that no person on the grounds of race, color, national origin, sex, or religion shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any activity funded in whole or part with funds under this Title.

d. **Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including 42 U.S.C. 5301 *et seq.*** This law provides in part that any grant under Section 106 shall be made only if the grantee certifies to the satisfaction of the Secretary of HUD that the grantee will, among other things, affirmatively further fair housing.

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<sup>1</sup> This exhibit is a list and summary of some of the applicable legal requirements and is not a complete list of all Subrecipient requirements. The description set forth next to a statute or regulation is a summary of certain provisions in the statute or regulation and is in no way intended to be a complete description or summary of the statute or regulation. In the event of any conflict between this summary and the requirements imposed by applicable laws, regulations, and requirements, the applicable laws, regulations, and requirements shall apply.

e. **Executive Order 11246, as amended.** This order includes a requirement that grantees and subrecipients and their contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

f. **Executive Order 11063, as amended, including 24 C.F.R. Part 107.** This order and its implementing regulations include requirements that all actions necessary be taken to prevent discrimination because of race, color, religion, sex, or national origin in the use, occupancy, sale, leasing, rental, or other disposition of property assisted with Federal loans, advances, grants, or contributions.

g. **Section 504 of the Rehabilitation Act of 1973, as amended.** This Act specifies in part that no otherwise qualified individual shall solely by reason of his or her disability or handicap be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal assistance. Subrecipient must ensure that its programs are accessible to and usable by persons with disabilities.

h. **The Americans with Disabilities Act (ADA) of 1990, as amended.** This Act prohibits discrimination on the basis of disability in employment by state and local governments and in places of public accommodation and commercial facilities. The ADA also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. The Act defines the range of conditions that qualify as disabilities and the reasonable accommodations that must be made to assure equality of opportunity, full participation, independent living, and economic self-sufficiency for persons with disabilities.

i. **The Age Discrimination Act of 1975, as amended.** This law provides in part that no person shall be excluded from participation in, be denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal assistance.

j. **EEO/AA Statement.** Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

k. **Minority/Women Business Enterprise.** Subrecipient will use its best efforts to afford small businesses and minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of the Agreement. As used in the Agreement, the term "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women-owned business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

## 2. Environmental

a. **Air and Water.** Subrecipient shall comply with the following regulations insofar as they apply to the performance of the Agreement: Clean Air Act, 42 U.S.C. 7401, *et seq.*; Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and the U.S. Environmental Protection regulations pursuant to 40 C.F.R. Part 50, as amended.

b. **Flood Disaster Protection Act of 1973.** Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained.

c. **Lead-Based Paint.** Subrecipient shall comply with the Lead-Based Paint Regulations referenced in 24 C.F.R. § 570.608, including 24 C.F.R. Part 35, *et. al.*

d. **Historic Preservation.** Subrecipient shall comply with the historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 C.F.R. Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties and related laws and Executive Orders, insofar as they apply to the performance of the Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

e. **Limitation on Activities Pending Clearance.** In accordance with 24 C.F.R. § 58.22 entitled "Limitations on activities pending clearance," neither a recipient nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance under a program listed in 24 C.F.R. § 58.1(b) on an activity or project until HUD or the state has approved the recipient's Request for Release of Funds (RROF) and the related certifications have been approved. Neither a recipient nor any participant in the development process may commit non-HUD funds or undertake an activity or project that would have an adverse environmental impact or limit the choice of reasonable alternatives. Upon completion of environmental review or receipt of environmental clearance, Grantee shall notify Subrecipient. HUD funds shall not be utilized before this requirement is satisfied. The environmental review or violation of the provisions may result in approval, modification or cancellation of the City Grant. If a project or activity is exempt under 24 C.F.R. § 58.34, or is categorically excluded (except in extraordinary circumstances) under 24 C.F.R. § 58.35(b), no RROF is required and the recipient may undertake the activity immediately after the Grantee has documented its determination that each activity or project is exempt and meets the conditions specified for such exemption under this section by issuing a Notice to Proceed.

3. **Uniform Administrative Requirements.** The uniform administrative requirements described in 24 C.F.R. § 570.502.

4. **Other Program Requirements.** Subrecipient shall carry out each activity under the Agreement in accordance with all applicable federal laws and regulations described in Subpart K of 24 C.F.R. § 570 except for Grantee's environmental responsibilities under 24 C.F.R. § 570.604 and Grantee's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52.

5. **Reversion of Assets.** Upon the expiration of the Funding Period or sooner termination of the Agreement, Subrecipient shall transfer to Grantee (a) any and all CDBG Funds, (b) any accounts receivable attributable to the use of CDBG Funds. In all cases in which equipment acquired, in whole or in part, with funds under the Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under the Agreement were used to acquire the equipment). Equipment not needed by Subrecipient for activities under the Agreement shall at the election of Grantee either be (a) transferred to Grantee for the CDBG program, or (b) retained by Subrecipient after compensating Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

6. **Relocation.** Grantee shall not be responsible for relocating any occupants from any property. If required, Subrecipient shall have the sole and exclusive responsibility for providing relocation assistance and paying all relocation costs required to comply with all applicable federal and state laws, rules, and regulations, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601 *et seq.*, as amended, and implementing regulations, and HUD Handbook 1378. Subrecipient shall indemnify, defend, and hold Grantee harmless from and against any claims, liabilities, damages, or losses made against it by tenants or occupants of any property, including without limitation claims for relocation assistance, inverse condemnation, and claims otherwise arising from any act or omission of Subrecipient pursuant to the provision of relocation assistance.

7. **Allowable Costs and Audits.** Subrecipient shall comply with and administer the Program in accordance with the requirements of The Office of Management and Budget (OMB) "Super Circular" 2 CFR Part 200, which includes the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards, as applicable.

8. **Records and Reports.** Subrecipient shall provide to Grantee and shall cause each of its contractors, subcontractors, and subrecipients to provide to Grantee all records and reports relating to the Program that may be reasonably requested by Grantee in order to enable it to perform its record keeping and reporting obligations pursuant to the CDBG Requirements, including but not limited to those described in the Agreement and 24 C.F.R. § 570.506.

9. **Religious Organizations.** If Subrecipient is a religious organization as defined by the CDBG Requirements, Subrecipient shall comply with all conditions prescribed by HUD for the use of CDBG Funds by religious organizations, including the First Amendment of the United States Constitution regarding church/state principles and the applicable constitutional prohibitions set forth in 24 C.F.R. § 570.200(j).

**10. Conflict of Interest.** Subrecipient will comply with 24 C.F.R. §§ 84.42, 85.36 and 570.611 regarding the avoidance of conflict of interest, which provisions include (but are not limited to) the following:

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

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

iii. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

**11. Political Activity (24 C.F.R. § 570.207(a)(3)).** Subrecipient is prohibited from using CDBG Funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as sponsoring candidate forums, distributing brochures, voter transportation, or voter registration.

**12. Anti-Lobbying Certification.** By its execution of the Agreement, Subrecipient hereby certifies that:

i. 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 making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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



iii. It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. At the request of Grantee, Subrecipient shall execute a separate document that contains the certifications set forth above.

**13. Drug-Free Workplace Requirements.** Subrecipient shall comply with and be subject to the requirements of the federal drug-free workplace requirements, which include the following actions be taken:

i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

ii. Establishing an ongoing drug-free awareness program to inform employees about: (a) the dangers of drug abuse in the work place; (b) the grantee's policy of maintaining a drug-free workplace; (c) any available drug counseling, rehabilitation, and employee assistance programs; and (d) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

iii. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i).

iv. Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will: (a) abide by the terms of the statement; and (b) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

v. Notifying the agency in writing, within ten (10) calendar days after receiving notice under sub-paragraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

vi. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (iv)(b), with respect to any employee who is so

convicted: (a) taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (b) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

vii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v), and (vi).

**14. Procurement.** Subrecipient will comply with the procurement standards under 24 C.F.R. § 85.36 for governmental subrecipients and 24 C.F.R. §§ 84.40-84.48 for subrecipients that are non-profit organizations. Subrecipient shall comply with all existing and future Grantee policies concerning the purchase of equipment.

**15. Labor Provisions.**

**a. Section 3 of the Housing and Community Development Act of 1968.** Subrecipient shall comply with and cause its contractors and subcontractors to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u), the HUD regulations issued pursuant thereto at 24 C.F.R. Part 135, and any applicable rules and orders of HUD issued thereunder. The Section 3 clause, set forth in 24 C.F.R § 135.38 provides:

i. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

ii. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

iii. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

iv. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

v. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.

vi. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Subrecipient shall abide by the Section 3 clause set forth above and will also cause this Section 3 clause to be inserted in all contracts relating to the Program.

**b. Labor Standards.** Subrecipient shall comply with the provisions of 24 C.F.R. § 570.603 and related requirements. Subrecipient shall include in all applicable construction contracts the provisions of federal law imposing labor standards on federally assisted contracts. Subrecipient shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 3141 through 3148), the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.* and implementing regulations), the Copeland Anti-Kick Back Act (40 U.S.C. 276c and 18 U.S.C. 874 *et seq.*), the implementing regulations of the U.S. Department of Labor including 29 C.F.R. Parts 1, 3, 5, 6 and 7, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of the Agreement. Subrecipient shall maintain documentation that demonstrates compliance with these provisions and such documentation shall be made available to Grantee and HUD for review upon request. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

**c. HUD Form 4010.** Subrecipient shall comply and cause Subrecipient Personnel to comply with the provisions of HUD Form 4010 attached hereto. HUD Form 4010 must be included in the bid packet and construction contract and subcontracts for the Program.

## Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development  
Office of Labor Relations

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part



of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;



(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(III) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 8, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.





**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNTY OF RIVERSIDE,  
RIVERSIDE UNIVERSITY HEALTH SYSTEM-BEHAVIORAL HEALTH  
AND  
THE CITY OF MENIFEE  
FOR HOMELESS OUTREACH SERVICES**

THIS MEMORANDUM AGREEMENT ("MOU") is entered into by and between the County of Riverside, Riverside University Health System-Behavioral Health (hereinafter "SUBRECIPIENT") and the City of Menifee (hereinafter "GRANTEE") and is based on the following representations and statements of purpose (collectively "Parties" and each a "Party").

**RECITALS**

- A. WHEREAS, the purpose and intent of this agreement is to allow Behavioral Health (BH) service staff to team with Law Enforcement to provide professional homeless outreach services in collaboration with Menifee Police Department (hereinafter "MPD"); and
- B. WHEREAS, SUBRECIPIENT is qualified to provide homeless outreach BH service employees; and
- C. WHEREAS, the MOU will serve as an understanding of the roles, responsibilities and services to be provided by GRANTEE and SUBRECIPIENT.

NOW, THEREFORE, the Participants mutually agree as follows:

**I. SCOPE OF SERVICE**

The purpose of this MOU between participants is to outline the roles and responsibilities of these agencies to provide homeless outreach services and crisis/triage mental health services as needed.

**II. PROGRAM GOALS**

- A. Provide alternatives to those at risk of injury or death without appropriate mental health/substance use homeless services provided directly in the community in collaboration with local law enforcement.
- B. Reduce jail incarcerations and involuntary behavioral health treatment/hospitalizations for individuals whose behavior is influenced by a mental health disorder/crisis and who are the subject of 9-1-1 calls.
- C. Attempt to divert individuals with behavioral health (mental health and/or substance use) problems into appropriate community services and supports.

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- D. Engage hard to reach homeless who suffer from a serious mental illness and/or substance use disorder and link them to all available SUBRECIPIENT and community resources in a coordinated and effective manner.
- E. Collaborate with community agencies and provide immediate access to treatment and emergency shelter.
- F. Decrease the amount of time that Law Enforcement spends on BH calls in the field.
- G. Educate community agencies and partners about the warning signs of behavioral health risks to destigmatize receiving behavioral health services and increase accessibility to on-going services.
- H. Support individuals and families with navigating mental health crisis while aiding and supporting in minimizing barriers to treatment and services.
- I. Link individuals/families to community resources for immediate crisis services including access to one of the three Mental Health Urgent Cares within Riverside County.
- J. Provide short term case management/follow up services focusing on linkage to on-going services for BH treatment and housing.

**III. LEVELS OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES**

Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Total Units/Year</u>
Activity#1	<i>At least thirty (30) presumed LMI persons</i>

*LMI person is defined as a person having an income equal or less to than 80% of the area median income, and outlined in the following table, or persons presumed to be LMI in accordance with 24 C.F. R. § 570.208(2)(a).*

Riverside County Area Median Income (FY 2023): **\$78,727**

Family Members In Household	Extremely Low Income Limits (30% of Median)		Very Low Income Limits (50% of Median)		Low Income Limits (80% of Median)	
	Annual	Monthly	Annual	Monthly	Annual	Monthly
1	\$18,500	\$1,542	\$30,800	\$2,567	\$49,300	\$4,108
2	\$21,150	\$1,762	\$35,200	\$2,933	\$56,350	\$4,695



3	\$23,800	\$1,983	\$39,600	\$3,300	\$63,400	\$5,283
4	\$26,400	\$2,200	\$44,000	\$3,667	\$70,400	\$5,866
5	\$28,550	\$2,379	\$47,550	\$3,962	\$76,050	\$6,337
6	\$30,650	\$2,554	\$51,050	\$4,254	\$81,700	\$6,808
7	\$32,750	\$2,729	\$54,600	\$4,550	\$87,300	\$7,275
8	\$34,850	\$2,904	\$58,100	\$4,841	\$92,950	\$7,745

**IV. CARES ACT AND CORONAVIRUS (COVID-19)**

CDBG-CV funds are funded through the United States Congress adopted Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), as adopted March 27, 2020, and therefore all funded activities must be CDBG-eligible activities that are carried out to prevent, prepare for, and respond to coronavirus on or after January 21, 2020.

RUHS-BH will provide direct assistance to homeless individuals, including but not limited to assistance in obtaining housing, helping address the importance of having appropriate social distancing/space to help mitigate the prevention and spread of COVID-19.

**V. DUTIES AND RESPONSIBILITIES**

**A. SUBRECIPIENT RESPONSIBILITIES:**

The responsibilities of SUBRECIPIENT under this Agreement are described in Section I of Exhibit A to this Agreement.

**B. GRANTEE RESPONSIBILITIES:**

The responsibilities of GRANTEE under this Agreement are described in Section II of Exhibit A of this Agreement.

**VI. GENERAL COMPLIANCE**

Subrecipient shall carry out the Services and operate the Program in conformity with all applicable Federal, state, and local laws, regulations, and rules of governmental agencies having jurisdiction, including without limitation, the CDBG Requirements (except that (1) Subrecipient does not assume the environmental responsibilities described in 24 C.F.R. § 570.604, and (2) Subrecipient does not assume the responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52) and the legal requirements set forth in Exhibit C attached to this Agreement and the statutes referenced therein, all provisions of the Municipal Code of the City of Menifee, and all federal and state fair labor standards, including the payment of prevailing wages and compliance with the Davis-Bacon Act. "CDBG Requirements" shall collectively refer to the requirements of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §§ 5301 et seq.) as amended from time to time, and the implementing regulations set forth in 24 C.F.R. §§ 570 et seq. as amended from time to time, and the requirements set forth and referred to in Exhibit C attached to this

Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. In the case of any conflict between the CDBG Requirements and this Agreement, the CDBG Requirements shall control; it being understood, however, that in order to be in compliance with this Agreement and the CDBG Requirements, Subrecipient shall, to the extent possible, comply with the most restrictive provisions in this Agreement and the CDBG Requirements. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though all such provisions were included. Subrecipient acknowledges and agrees that it shall be and remain, and shall cause Subrecipient personnel to be and remain, fully knowledgeable and apprised of all local, state and federal laws, rules, and regulations in any manner affecting the performance under this Agreement, including the CDBG Requirements. Subrecipient shall indemnify, protect, defend, and hold harmless Grantee and its officials, officers, employees, and agents, with counsel reasonably acceptable to Grantee, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) that results or arises in any way from any of the following: (a) the noncompliance by Subrecipient of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state or federal prevailing wages and hire apprentices); (b) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (c) failure by Subrecipient to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. The foregoing indemnity shall survive termination or expiration of this Agreement. It is agreed by the parties that Subrecipient shall bear all risks of payment or nonpayment of prevailing wages under federal law and California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time.

## **VII. FISCAL PROVISIONS**

### **A. MAXIMUM AMOUNT AND SOURCE OF FUNDS**

Total payment under this MOU will not exceed \$180,000 annually thereafter for the program period, and shall automatically renew upon expiration for successive one (1) year periods unless terminated as provided herein as set forth in Exhibit B. This MOU shall be funded through funds identified in the annual GRANTEE and SUBRECIPIENT budgets and is subject to change dependent on funding fluctuations.

### **B. COMPENSATION**

SUBRECIPIENT shall bill GRANTEE for .60% of one (1) FTE Behavioral Health Specialist II (BHS II) and .60% of one (1) FTE Behavioral Health Specialist III (BHS III) positions.

1. Salaries and Benefits

Salaries and benefits for the BHS II and BHS III positions shall be billed based on the actual cost of the filled position only.

- a. Prior to July 1 of each year, SUBRECIPIENT shall notify GRANTEE of salaries and benefit cost changes.

C. REIMBURSEMENT / PAYMENT / COMPENSATION

SUBRECIPIENT shall compile all payments made by SUBRECIPIENT to fund the BHS II and BHS III by quarter and shall include them in the quarterly billing to be received by GRANTEE within forty-five (45) days following the end of the quarter in which the services were provided (i.e., First Quarter: July – September billing is due November 15<sup>th</sup>). If actuals are not available, an estimated billing may be submitted. Upon submission, GRANTEE will pay the estimated invoice and an adjustment will be made by SUBRECIPIENT on the subsequent quarter's billing for the difference. GRANTEE will reimburse SUBRECIPIENT within thirty (30) days after receipt of the claim. Equipment purchased by either party will remain their property and shall be returned to them upon termination of this MOU.

- a. Subrecipient will not be held responsible for disallowed services by GRANTEE'S funding agency source.

VIII. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This MOU shall be effective for Five (5) years beginning on July 1, 2023 through Fiscal Year 2027/2028. This MOU may be renewed annually upon mutual consent by all parties (SUBRECIPIENT, and GRANTEE) and upon availability of funding.

B. ALTERATION OF TERMS AND ENTIRE AGREEMENT

The body of this MOU fully expresses all understanding of the parties concerning all matters covered and shall constitute the total MOU. No addition to, or alteration of, the terms of this MOU, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this MOU, which is formally approved and executed by Participants.

C. AMENDMENTS

In the event that either party desires to amend the terms of this MOU, Participants will comply with the terms of this MOU until such time as the amendment is approved or formal action is taken by the County of Riverside Board of Supervisors and the City of GRANTEE'S City Council.

**D. TERMINATION**

This MOU may be terminated by either party by giving thirty (30) days written notice by certified mail of intention to terminate, such period beginning upon receipt of notice, and may be terminated for cause, such as a willful and/or material breach of the MOU by either party by giving five (5) days written notice of intention to terminate by certified mail.

**E. NOTICES**

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

**Riverside University Health System-Behavioral Health  
Program Support Unit  
4095 County Circle Drive  
Riverside, CA 92503**

**City of Menifee  
Police Department  
29714 Haun Rd.  
Menifee, CA. 92586  
Attn: Christine Booker**

Unless the persons or addressed are otherwise identified by notice given in the manner specified by this paragraph, all notices shall be deemed effective when they are reduced to writing and deposited in the United States mail, postage prepaid, and addressed as stated above. Any notices, correspondences, reports, and/or statements authorized or required by this MOU addressed in any other fashion, shall not be acceptable.

**F. CONFIDENTIALITY**

GRANTEE agrees to maintain the confidentiality of all mental health and/or substance use client information in accordance with all applicable Federal, State and local laws and regulations. GRANTEE will ensure that names, addresses, phone numbers, and any other individually identifiable information concerning mental health and/or substance use clients and the services they may be receiving are kept confidential. GRANTEE will not divulge any mental health and/or substance use client information to any unauthorized person.

Applicable Confidentiality Laws include, but may not be limited to, California Welfare & Institutions Code, Sections 5328 through 5330, inclusive, 45 CFR Section 205.50, 42 CFR-Chapter 1-Part 2. MPD shall require all its officers, employees, and agents providing services hereunder to acknowledge the



understanding of an agreement to fully comply with, such confidentiality provisions.

GRANTEE shall indemnify and hold harmless SUBRECIPIENT, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by GRANTEE, its officers, employees, or agents.

SUBRECIPIENT agrees to maintain the confidentiality of all criminal and law enforcement information in accordance with all applicable Federal, State and local laws and regulations. SUBRECIPIENT will ensure that names, addresses, phone numbers, and any other individually identifiable information to any unauthorized person.

SUBRECIPIENT shall maintain the confidentiality of all mental health and substance use health records that it maintains, receives, or sends to MPD. Records include, but may not be limited to, claims that include individual identifying client information, individually identifiable health records and information, and/or Management Information System records, SUBRECIPIENT shall have reasonable safeguards in place to prevent unauthorized access to records.

## **IX. MISCELLANEOUS PROVISIONS**

### **A. SEVERABILITY**

If any provision in this MOU 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.

### **B. HOLD HARMLESS-INDEPENDENT PARTNER**

It is understood and agreed GRANTEE is an independent entity and that no relationship of employer-employee exists between the parties hereto. GRANTEE shall not be entitled to any benefits payable to employees of the County of Riverside or SUBRECIPIENT, including County Workers' Compensation Benefits. SUBRECIPIENT is not required to make any deductions from the compensation payable to GRANTEE under the provisions of this MOU; and as an independent entity, GRANTEE hereby hold SUBRECIPIENT and/or the County of Riverside harmless from any and all claims that may be made against SUBRECIPIENT and/or the County of Riverside based upon any contention by any third party that an employer-employee relationship exists by reason of this MOU.

### **C. INSURANCE-INDEMNIFICATION**

Each party hereto agrees to indemnify and hold harmless the other party, its agency, offices, agents and employees, free and harmless from any liability

whatsoever, including wrongful death, based or asserted upon any acts or omission of such Indemnifying Party, relating to or in any way connected with or arising from the accomplishment of the work by the Indemnifying Party.

Each party further agrees to protect, indemnify and defend at it expense including attorney fees, the other party, its agency officers, agents and employees in any legal action(s) or claim(s) based upon such alleged acts or omissions whether the subject action(s) or claim(s) are well-founded, properly filed or pleaded, or not commenced in a court of competent jurisdiction.

Without limiting such indemnification, each party shall maintain in force at all times during the performance of the MOU, insurance policies evidencing coverage during the entire term of the MOU as follows:

1. General liability insurance in the amount of not less than \$1,000,000 per occurrence and aggregate.
2. Workers' Compensation insurance in accordance with statutory requirements.
3. If motor vehicles are used pursuant to this MOU, not less than \$1,000,000 combined single limit for damage to property and injury to persons.

**D. RECORD RETENTION**

GRANTEE agrees to retain all records pertaining to this MOU for a period of three years after termination of this MOU, or such federal and state provisions in effect. If, at the end of three years, there is ongoing litigation or an audit involving those records, SUBRECIPIENT shall retain the original records until the resolution of such litigation or audit; GRANTEE shall retain copies of the records until the resolution of such litigation or audit.

**E. JURISDICTION, VENUE, ATTORNEY'S FEES**

This MOU is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this MOU, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

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**X. SIGNATORIES**

SUBRECIPIENT and GRANTEE mutually agree to fully and faithfully perform all applications set forth in this MOU. Both parties agree to have their duly authorized signatories sign this MOU.

**COUNTY ADDRESS:**

County of Riverside  
Board of Supervisors  
4080 Lemon Street, 5<sup>th</sup> Floor  
Riverside, CA 92501

**INFORMATION COPY:**

County of Riverside  
Riverside University Health System  
Behavioral Health  
P.O. Box 7549  
Riverside, CA 92503-7549

**CITY OF MENIFEE:**

Signed: *Armando Villa*  
By: Armando Villa  
Title: City Manager

Date: 6/21/2023

ATTEST: *Stephanie Rossen*  
City Clerk

Deputy: *Pat Walsh*  
chief City of Menifee  
Address: 29714 Haun Rd.  
Menifee, CA. 92586

**COUNTY OF RIVERSIDE:**

Signed: *Matthew Chang*  
By: Matthew Chang, Director  
RUHS – Behavioral Health

Date: 9/21/2023

**CITY COUNSEL**

Approved as to Form

BY: *Jeffrey T. Melching, City Attorney*  
City Attorney

**COUNTY COUNSEL**

Approved as to Form

BY: *[Signature]*  
Deputy County Counsel

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## EXHIBIT A

### L SUBRECIPIENT RESPONSIBILITIES

SUBRECIPIENT will provide one (1) .60 FTE BHS II and one (1) .60 FTE BHS III to work with MPD.

#### Assignments:

1. SUBRECIPIENT staff will work directly with police officers on patrol and with police department administrators to bring direct knowledge and experience regarding BH resources.
2. All assigned SUBRECIPIENT staff will be required to pass security background requirements as determined by MPD.
3. SUBRECIPIENT will provide staff with cell phones that have e-mail functionality.
4. SUBRECIPIENT staff will attend MPD roll calls as requested in order to provide consultation and brief training as it is identified and requested by MPD.
5. SUBRECIPIENT staff will work to find alternatives to divert BH consumers into mental health services and supports including emergency housing, hospitalization, outpatient mental health services and other mental health services.
6. SUBRECIPIENT staff will provide alternatives to incarceration and arrest through referral and linkage to other community based mental health, substance use, and/or social services resources.
7. SUBRECIPIENT staff will provide alternatives to mental health involuntary treatment through referral and linkage to other community based mental health and/or substance use and social services resources.
8. SUBRECIPIENT staff will provide crisis intervention service planning for individuals with mental health issues who are frequently the subject of 9-1-1 calls.
9. SUBRECIPIENT staff will work with police to provide direct intervention from the perspective of BH background and training.
10. SUBRECIPIENT staff will provide engagement and outreach services to homeless mentally ill persons who come in contact with police officers.

11. SUBRECIPIENT staff will provide assistance in dealing with calls involving homeless disturbances or violence that involve potential mentally ill or substance use consumers. SUBRECIPIENT staff will provide assistance and support to children and families in crisis, and linkage to appropriate community services.
12. SUBRECIPIENT staff working within the Police Department will have computer and telephone access, SUBRECIPIENT enrollment, and service contact information to utilize and assist enrolled clients coordinating on-going support from SUBRECIPIENT.
13. Police officers often go to locations where homeless persons congregate. SUBRECIPIENT staff, in coordination with MPD, will work with homeless people where they congregate in order to identify and engage persons that may be eligible for SUBRECIPIENT services and/or to facilitate referrals and linkage to community resources that may assist general population and homeless persons. SUBRECIPIENT staff will coordinate follow-up outreach with SUBRECIPIENT Crisis Intervention Teams and others as needed. SUBRECIPIENT staff will work in the office to arrange social service supports and coordinate services with other agencies and programs.
14. SUBRECIPIENT staff will coordinate with jail incarceration diversion teams and programs including mental health and drug courts to intervene and help to divert persons with a serious mental health disorder into appropriate and recommended mental health treatment services and supports, and persons with impairing substance use disorders into substance use treatment services and supports.
15. SUBRECIPIENT staff may work directly with SUBRECIPIENT Detention staff to coordinate mental health and/or substance use services and assist with issues involving inmates detained through MPD in post-booking, pre-trial diversion and linkage to community resources upon release from incarceration.
16. SUBRECIPIENT staff may work with other mental health crisis response services involving 9-1-1 calls, such as training and support to ambulance emergency medical technicians and Menifee Fire Department paramedics.
17. SUBRECIPIENT staff will provide contact information and phone numbers for community resources and referral.
18. And other duties as agreed upon between both parties.

**DUNS and SAM.GOV Registration and Subaward Identification Notice Requirements**

Subrecipient must have a Data Universal Numbering System (DUNS®) number to be eligible to enter into this agreement. Further, the subrecipient must have an active registration with the federal [www.sam.gov](http://www.sam.gov) site to verify it is eligible to receive federal funds, and not federally debarred. In addition, Grantee shall require completion of the subaward identification notice form attached hereto as Exhibit C. Failure to complete the subaward identification notice form shall render Subrecipient ineligible to receive funds under this agreement.

**II. GRANTEE-MPD RESPONSIBILITIES**

**MPD**

1. MPD will provide office space for SUBRECIPIENT staff.
2. MPD will provide SUBRECIPIENT staff general access into MPD Police Station as identified by MPD.
3. MPD will assign law enforcement personnel and SUBRECIPIENT staff to respond to requests for assistance in the field.
4. MPD will conduct security background investigations for designated SUBRECIPIENT staff and maintain the confidential records of the investigations outcomes.
5. MPD shall provide standard external identification vests to SUBRECIPIENT staff.
6. MPD will provide training, based on a curriculum developed and approved by SUBRECIPIENT, regarding field operations and safety. GRANTEE will reimburse SUBRECIPIENT for salary and benefit cost incurred for the positions of BHS II and BHS III.
7. And other duties as agreed upon between both parties.

**EXHIBIT B  
COMPENSATION**

Compensation shall only be for salary and benefit costs associated with providing the Scope of Services defined in Attachment I

**Personnel Costs (12 Months)**

Month and Year

County Payment (May Fluctuate)

July	2023	(Up to)	\$15,000
August	2023		\$15,000
September	2023		\$15,000
October	2023		\$15,000
November	2023		\$15,000
December	2023		\$12,500
January	2024		\$15,000
February	2024		\$15,000
March	2024		\$15,000
April	2024		\$15,000
May	2024		\$15,000
June	2024		\$15,000

**Subtotal: \$180,000**



## EXHIBIT C

### SUMMARY OF LEGAL REQUIREMENTS

In addition to the requirements set forth in other provisions of the Agreement, Subrecipient shall comply, and shall cause all Subrecipient's personnel to comply, with the following regulations and requirements insofar as they are applicable to the performance of the Agreement.<sup>1</sup>

#### 1. Equal Opportunity and Nondiscrimination.

a. **Title VI of the Civil Rights Act of 1964, as amended, including Public Law 88-352 implemented in 24 C.F.R. Part 1.** This law provides in part that no person shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. In regard to the sale or lease of property, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed and leases prohibiting discrimination under this Title, and providing that Grantee and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient shall enforce such covenant and shall not itself so discriminate.

b. **Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended, including Public Law 90-234.** The Fair Housing Act provides in part that there shall be no discrimination in housing practices on the basis of race, color, religion, sex, and national origin. The Fair Housing Act was amended in 1988 to provide protections from discrimination in any aspect of the sale or rental of housing for families with children and persons with disabilities. The Fair Housing Act also establishes requirements for the design and construction of new rental or for-sale multi-family housing to ensure a minimum level of accessibility for persons with disabilities.

c. **Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, including 42 U.S.C. 5301 *et. seq.*, 42 U.S.C. 6101 *et. seq.*, and 29 U.S.C. 794.** This law provides in part that no person on the grounds of race, color, national origin, sex, or religion shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any activity funded in whole or part with funds under this Title.

d. **Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including 42 U.S.C. 5301 *et. seq.*** This law provides in part that any grant under Section 106 shall be made only if the grantee certifies to the satisfaction of the Secretary of HUD that the grantee will, among other things, affirmatively further fair housing.

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<sup>1</sup> This exhibit is a list and summary of some of the applicable legal requirements and is not a complete list of all Subrecipient requirements. The description set forth next to a statute or regulation is a summary of certain provisions in the statute or regulation and is in no way intended to be a complete description or summary of the statute or regulation. In the event of any conflict between this summary and the requirements imposed by applicable laws, regulations, and requirements, the applicable laws, regulations, and requirements shall apply.

e. **Executive Order 11246, as amended.** This order includes a requirement that grantees and subrecipients and their contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

f. **Executive Order 11063, as amended, including 24 C.F.R. Part 107.** This order and its implementing regulations include requirements that all actions necessary be taken to prevent discrimination because of race, color, religion, sex, or national origin in the use, occupancy, sale, leasing, rental, or other disposition of property assisted with Federal loans, advances, grants, or contributions.

g. **Section 504 of the Rehabilitation Act of 1973, as amended.** This Act specifies in part that no otherwise qualified individual shall solely by reason of his or her disability or handicap be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal assistance. Subrecipient must ensure that its programs are accessible to and usable by persons with disabilities.

h. **The Americans with Disabilities Act (ADA) of 1990, as amended.** This Act prohibits discrimination on the basis of disability in employment by state and local governments and in places of public accommodation and commercial facilities. The ADA also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. The Act defines the range of conditions that qualify as disabilities and the reasonable accommodations that must be made to assure equality of opportunity, full participation, independent living, and economic self-sufficiency for persons with disabilities.

i. **The Age Discrimination Act of 1975, as amended.** This law provides in part that no person shall be excluded from participation in, be denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal assistance.

j. **EEO/AA Statement.** Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

k. **Minority/Women Business Enterprise.** Subrecipient will use its best efforts to afford small businesses and minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of the Agreement. As used in the Agreement, the term "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women-owned business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

## 2. Environmental

a. **Air and Water.** Subrecipient shall comply with the following regulations insofar as they apply to the performance of the Agreement: Clean Air Act, 42 U.S.C. 7401, *et seq.*; Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and the U.S. Environmental Protection regulations pursuant to 40 C.F.R. Part 50, as amended.

b. **Flood Disaster Protection Act of 1973.** Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained.

c. **Lead-Based Paint.** Subrecipient shall comply with the Lead-Based Paint Regulations referenced in 24 C.F.R. § 570.608, including 24 C.F.R. Part 35, *et. al.*

d. **Historic Preservation.** Subrecipient shall comply with the historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 C.F.R. Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties and related laws and Executive Orders, insofar as they apply to the performance of the Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

e. **Limitation on Activities Pending Clearance.** In accordance with 24 C.F.R. § 58.22 entitled "Limitations on activities pending clearance," neither a recipient nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance under a program listed in 24 C.F.R. § 58.1(b) on an activity or project until HUD or the state has approved the recipient's Request for Release of Funds (RROF) and the related certifications have been approved. Neither a recipient nor any participant in the development process may commit non-HUD funds or undertake an activity or project that would have an adverse environmental impact or limit the choice of reasonable alternatives. Upon completion of environmental review or receipt of environmental clearance, Grantee shall notify Subrecipient. HUD funds shall not be utilized before this requirement is satisfied. The environmental review or violation of the provisions may result in approval, modification or cancellation of the City Grant. If a project or activity is exempt under 24 C.F.R. § 58.34, or is categorically excluded (except in extraordinary circumstances) under 24 C.F.R. § 58.35(b), no RROF is required and the recipient may undertake the activity immediately after the Grantee has documented its determination that each activity or project is exempt and meets the conditions specified for such exemption under this section by issuing a Notice to Proceed.

3. **Uniform Administrative Requirements.** The uniform administrative requirements described in 24 C.F.R. § 570.502.

4. **Other Program Requirements.** Subrecipient shall carry out each activity under the Agreement in accordance with all applicable federal laws and regulations described in Subpart K of 24 C.F.R. § 570 except for Grantee's environmental responsibilities under 24 C.F.R. § 570.604 and Grantee's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52.

5. **Reversion of Assets.** Upon the expiration of the Funding Period or sooner termination of the Agreement, Subrecipient shall transfer to Grantee (a) any and all CDBG Funds, (b) any accounts receivable attributable to the use of CDBG Funds. In all cases in which equipment acquired, in whole or in part, with funds under the Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under the Agreement were used to acquire the equipment). Equipment not needed by Subrecipient for activities under the Agreement shall at the election of Grantee either be (a) transferred to Grantee for the CDBG program, or (b) retained by Subrecipient after compensating Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

6. **Relocation.** Grantee shall not be responsible for relocating any occupants from any property. If required, Subrecipient shall have the sole and exclusive responsibility for providing relocation assistance and paying all relocation costs required to comply with all applicable federal and state laws, rules, and regulations, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601 *et seq.*, as amended, and implementing regulations, and HUD Handbook 1378. Subrecipient shall indemnify, defend, and hold Grantee harmless from and against any claims, liabilities, damages, or losses made against it by tenants or occupants of any property, including without limitation claims for relocation assistance, inverse condemnation, and claims otherwise arising from any act or omission of Subrecipient pursuant to the provision of relocation assistance.

7. **Allowable Costs and Audits.** Subrecipient shall comply with and administer the Program in accordance with the requirements of The Office of Management and Budget (OMB) "Super Circular" 2 CFR Part 200, which includes the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards, as applicable.

8. **Records and Reports.** Subrecipient shall provide to Grantee and shall cause each of its contractors, subcontractors, and subrecipients to provide to Grantee all records and reports relating to the Program that may be reasonably requested by Grantee in order to enable it to perform its record keeping and reporting obligations pursuant to the CDBG Requirements, including but not limited to those described in the Agreement and 24 C.F.R. § 570.506.

9. **Religious Organizations.** If Subrecipient is a religious organization as defined by the CDBG Requirements, Subrecipient shall comply with all conditions prescribed by HUD for the use of CDBG Funds by religious organizations, including the First Amendment of the United States Constitution regarding church/state principles and the applicable constitutional prohibitions set forth in 24 C.F.R. § 570.200(j).



**10. Conflict of Interest.** Subrecipient will comply with 24 C.F.R. §§ 84.42, 85.36 and 570.611 regarding the avoidance of conflict of interest, which provisions include (but are not limited to) the following:

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

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

iii. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

**11. Political Activity (24 C.F.R. § 570.207(a)(3)).** Subrecipient is prohibited from using CDBG Funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as sponsoring candidate forums, distributing brochures, voter transportation, or voter registration.

**12. Anti-Lobbying Certification.** By its execution of the Agreement, Subrecipient hereby certifies that:

i. 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 making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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



iii. It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. At the request of Grantee, Subrecipient shall execute a separate document that contains the certifications set forth above.

**13. Drug-Free Workplace Requirements.** Subrecipient shall comply with and be subject to the requirements of the federal drug-free workplace requirements, which include the following actions be taken:

i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

ii. Establishing an ongoing drug-free awareness program to inform employees about: (a) the dangers of drug abuse in the work place; (b) the grantee's policy of maintaining a drug-free workplace; (c) any available drug counseling, rehabilitation, and employee assistance programs; and (d) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

iii. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i).

iv. Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will: (a) abide by the terms of the statement; and (b) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

v. Notifying the agency in writing, within ten (10) calendar days after receiving notice under sub-paragraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

vi. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (iv)(b), with respect to any employee who is so

convicted: (a) taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (b) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

vii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v), and (vi).

**14. Procurement.** Subrecipient will comply with the procurement standards under 24 C.F.R. § 85.36 for governmental subrecipients and 24 C.F.R. §§ 84.40-84.48 for subrecipients that are non-profit organizations. Subrecipient shall comply with all existing and future Grantee policies concerning the purchase of equipment.

**15. Labor Provisions.**

**a. Section 3 of the Housing and Community Development Act of 1968.** Subrecipient shall comply with and cause its contractors and subcontractors to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u), the HUD regulations issued pursuant thereto at 24 C.F.R. Part 135, and any applicable rules and orders of HUD issued thereunder. The Section 3 clause, set forth in 24 C.F.R § 135.38 provides:

i. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

ii. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

iii. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

iv. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

v. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.

vi. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Subrecipient shall abide by the Section 3 clause set forth above and will also cause this Section 3 clause to be inserted in all contracts relating to the Program.

**b. Labor Standards.** Subrecipient shall comply with the provisions of 24 C.F.R. § 570.603 and related requirements. Subrecipient shall include in all applicable construction contracts the provisions of federal law imposing labor standards on federally assisted contracts. Subrecipient shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 3141 through 3148), the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.* and implementing regulations), the Copeland Anti-Kick Back Act (40 U.S.C. 276c and 18 U.S.C. 874 *et seq.*), the implementing regulations of the U.S. Department of Labor including 29 C.F.R. Parts 1, 3, 5, 6 and 7, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of the Agreement. Subrecipient shall maintain documentation that demonstrates compliance with these provisions and such documentation shall be made available to Grantee and HUD for review upon request. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

**c. HUD Form 4010.** Subrecipient shall comply and cause Subrecipient Personnel to comply with the provisions of HUD Form 4010 attached hereto. HUD Form 4010 must be included in the bid packet and construction contract and subcontracts for the Program.

## Federal Labor Standards Provisions

## U.S. Department of Housing and Urban Development Office of Labor Relations

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part



of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;



(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

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ref. Handbook 1344.1

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 8, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

