

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



ITEM: 3.25
(ID # 21407)

MEETING DATE:
Tuesday, December 12, 2023

FROM : HOUSING AND WORKFORCE SOLUTIONS:


SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Ratify and Approve the Continuum of Care Program 2022 Emergency Solutions Grant (ESG) Awards and the 2022 ESG Subrecipient Agreements HWSCoC-0004872 with the Coachella Valley Rescue Mission and HWSCoC-0004873 with Galilee Center, Inc. for Homeless Assistance Programs from October 13, 2023 through December 27, 2024; District 4. [Total Cost \$312,602; Source of Funds: 100% State Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Continuum of Care Program 2022 Emergency Solutions Grant (ESG) awards in an aggregate amount of \$312,602 for Homeless Assistance Programs, as detailed in Attachment A;
2. Ratify and Approve the 2022 ESG Subrecipient Agreement HWSCoC-0004872 with Coachella Valley Rescue Mission (CVRM) for Continuum of Care Program Rapid Rehousing for a total aggregate amount of \$206,346 through December 27, 2024, and Authorize the Director of the Department of Housing and Workforce Solutions (HWS), or designee, to execute the agreement on behalf of the County;

Continued on page 2

ACTION:Policy

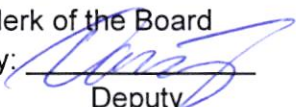

Heidi Marshall, Director 11/28/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: December 12, 2023
xc: HWS

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

3. Ratify and Approve the 2022 ESG Subrecipient Agreement HWSCoC-0004873 with Galilee Center, Inc. (Galilee Center) for Continuum of Care Program Rapid Rehousing for a total aggregate amount of \$97,057 through December 27, 2024, and Authorize the Director of HWS, or designee, to execute the agreement on behalf of the County; and
4. Authorize the Director of HWS, or designee, to administer all actions necessary and sign all documents related to the administration of the 2022 ESG awards and, based on the availability of fiscal funding and as approved as to form by County Counsel, to: (a) sign within the intent of the agreement; and (b) sign amendments to the compensation provisions of the agreement, including moving allocated funds between each agency, that do not exceed the total grant amount of the 2022 ESG funds set forth in the Standard Agreement with the State of California Department of Housing and Community Development (HCD).

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$312,602	\$ 0	\$312,602	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: State Funding: 100%			Budget Adjustment:	No
			For Fiscal Year:	23/24

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

On November 29, 2022, the Board of Supervisors adopted Resolution No. 2022-208 (Agenda Item 3.25), for Housing and Workforce Solutions (HWS) to apply for and accept 2022 Emergency Solutions Grant (ESG) funding with the State of California Department of Housing and Community Development (HCD) for federal fiscal year 2023/2024. HCD provided this funding to local Continuum of Care (CoC) Service Areas, including Riverside County. The total allocation to the County of Riverside for FY 23/24 is \$312,602, consisting of \$303,404 for rapid rehousing assistance and \$9,198 for local grant administration.

The County of Riverside, through its Department of Housing and Workforce Solutions (HWS) has been designated by the Continuum of Care for the Riverside County service area (CoC) as the Administrative Entity (AE) to administer the allocation of 2022 ESG program funds. As the AE, the County of Riverside, Department of HWS is responsible for entering into a contract with HCD to administer ESG activities and funding in collaboration with the CoC for the Riverside County Service area.

Summary

The Coachella Valley Rescue Mission (CVRM), a California nonprofit corporation, has applied for \$206,346 in Emergency Solutions Grant, Continuum of Care Funds to provide Rapid Rehousing services throughout Riverside County. CVRM offers a program designed to create

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self-sufficiency to help men and women break the cycle of homelessness, joblessness, poverty, or addiction. CVRM will provide Rapid Rehousing services throughout Riverside County to a minimum of 10 households.

Galilee Center, Inc. (Galilee Center), a California nonprofit corporation, has applied for \$97,057 in Emergency Solutions Grant, Continuum of Care Funds to provide Rapid Rehousing services throughout Riverside County. Galilee Center offers a program that helps fulfill the needs of the underprivileged and disadvantaged by providing food, clothing, and other basic needs and affirm their dignity with love, compassion, and respect. Galilee Center will provide Rapid Rehousing services throughout Riverside County to a minimum of 5 households.

Both entities will assist individuals and families to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. In anticipation of the official award from the state, on February 7, 2023, HWS released an Invitation to Bid (ITB) for Rapid Rehousing and Street Outreach. The ITB was advertised through the County's Public Purchase website seeking proposals for these services. The bid closed on February 24, 2023, and a total of twelve (12) applications were received. CoC staff worked with the non-conflicted Independent Review Panel of three (3) for scoring. CVRM and Galilee Center scored the highest for Rapid Rehousing by the Independent Review Panel. While awards were determined locally during the mid-year of 2022, the department's next steps were contingent on receiving the Standard Agreement from the state. The department is now ready to proceed with executing the agreement with both CVRM and Galilee Center.

SUBRECIPIENT NAME	PROJECT TYPE	START DATE	END DATE	TOTAL GRANT
CVRM	Rapid Rehousing	10/13/2023	12/27/2024	\$206,346.40
Galilee Center	Rapid Rehousing	10/13/2023	12/27/2024	\$97,057.60
Local Grant Administration	-	-	-	\$9,198.00
Grand Total				\$312,602

Impact on Residents and Businesses

In collaboration with the CoC for the Riverside County service area, the County of Riverside along with its service providers will continue to improve the lives of men, women, and children at risk of homelessness through local planning efforts and through the direct housing and services funded under the FY 23/24 competition.

SUPPLEMENTAL:

Additional Fiscal Information

The ESG program is designed to be the first step in a continuum of assistance to prevent homelessness and to enable homeless individuals and families to move toward independent living. The federal ESG program, authorized by the McKinney-Vento Homeless Assistance Act, as amended by the Homeless Emergency Assistance and Rapid Transition to Housing

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(HEARTH) Act of 2009, provides funding to: (1) Engage homeless individuals and families living on the street; (2) Improve the number and quality of emergency shelters for homeless individuals and families; (3) Help operate these shelters; (4) Provide essential services to shelter residents; (5) Rapidly re-house homeless individuals and families; and (6) Prevent families/individuals from becoming homeless.

ATTACHMENTS:

- Attachment A: 2022 ESG Award Budgets
- Attachment B: HWSCoC-0004872 Subrecipient Agreement with Coachella Valley Rescue Mission
- Attachment C: HWSCoC-0004873 Subrecipient Agreement with Galilee Center, Inc.


Brianna Lontajo, Principal Management Analyst 12/6/2023


Aaron Gettis, Deputy County Counsel 11/28/2023

Attachment A

Award Budgets

Subrecipient Name	Project Description	Total
Coachella Valley Rescue Mission	Rapid Rehousing	\$206,346.40
Galilee Center, Inc.	Rapid Rehousing	\$97,057.60
Local Grant Administration	General Management/ Oversight	\$9,198.00
	Total	\$312,602

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

and

Coachella Valley Rescue Mission

2022 Emergency Solutions Grant

Rapid Rehousing

HWSCoC-0004872



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.



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Attachment VII – ESG Time/Activity Report

Attachment VIII – Standard Agreement No. 22-ESG-17005

This Agreement is made and entered into this 13th day of October, 2023, by and between Coachella Valley Rescue Mission, a California nonprofit corporation (herein referred to as “SUBRECIPIENT”), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing and Workforce Solutions (herein referred to as “COUNTY”). The parties agree as follows:

1. DEFINITIONS

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

<https://www.hudexchange.info/sites/onecpd/assets/File/SNAPS-Weekly-Focus-Rapid-Rehousing.pdf> and

<http://www.endhomelessness.org/pages/prevention-and-rapid-re-housing>
- M. “RENTAL ASSISTANCE” refers to provision of rental assistance to provide homelessness prevention, transitional or permanent housing to eligible persons.
- N. “SUBRECIPIENT” refer to the Coachella Valley Rescue Mission including its employees, agents, representatives, subcontractors, and suppliers. SUBRECIPIENT, Coachella Valley Rescue Mission, and CVRM are used interchangeably in this Agreement.

2. DESCRIPTION OF SERVICES

SUBRECIPIENT shall provide all services as outlined and specified in Schedule B, Scope of Services, Attachment I – Privacy and Security Standards, Attachment II – Assurance of Compliance, Attachment III – Forms 2076A & Instructions, Attachment IV – ESG Supporting Documentation Instructions, Attachment V – Monthly Performance Report, Attachment VI – HMIS Participating Agency Agreement, Attachment VII – ESG Time/Activity Report, Attachment VIII – Standard Agreement No. 22-ESG-17005, all of which are attached hereto and incorporated herein as referenced.

3. PERIOD OF PERFORMANCE

This Agreement shall commence on October 13, 2023 (“Effective Date”) and continues in effect through December 27, 2024, unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter until the end of the period of performance. COUNTY and SUBRECIPIENT agree that all services provided to the Target Population are estimated to be, and shall be, fully performed by the Expenditure Deadline as defined in Section 4 of this Agreement.

4. COMPENSATION

COUNTY shall pay SUBRECIPIENT for services performed, products provided, or expenses incurred in accordance with Schedule A, “Payment Provisions.” COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified number of services or product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of SUBRECIPIENT’s expenses related to this Agreement. One hundred percent (100%) of ESG funds allocated to SUBRECIPIENT, pursuant to this Agreement, shall be Expended by November 7, 2024 (“Expenditure Deadline”). Any ESG funds paid to SUBRECIPIENT, but not Expended pursuant to this Agreement by November 7, 2024, shall be returned to COUNTY within five (5) business days. In the event this Agreement is terminated prior to November 7, 2024, any funds paid to SUBRECIPIENT, but not Expended prior to the date of termination, shall be returned to COUNTY within five (5) business days of the notice of termination to be returned to HCD and revert to the General Fund.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

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

6. TERMINATION FOR CONVENIENCE

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

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

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

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

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

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

7. TERMINATION FOR CAUSE

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

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

(2) Use of, or permitting the use of ESG funds provided under this Agreement for any ineligible activities;

(3) Any failure to comply with the deadlines set forth in this Agreement;

(4) Violation of any federal or state laws or regulations; or

(5) Withdrawal of HCD's expenditure authority.

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

(1) Bar the SUBRECIPIENT from applying for future ESG funds;

(2) Revoke any other existing ESG award(s) to the SUBRECIPIENT;

(3) Require the return of any unexpended ESG funds disbursed under this Agreement;

(4) Require repayment of ESG funds disbursed and Expended under this Agreement;

(5) Require the immediate return to COUNTY of all funds derived from the use of ESG funds including, but not limited to recaptured funds and returned funds;

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

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

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

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

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

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

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

8. REQUEST FOR WAIVER AND WAIVER OF BREACH

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

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

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

10. CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST

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

B. SUBRECIPIENT shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom SUBRECIPIENT is doing business or proposing to do business, in fulfilling this Agreement.

C. SUBRECIPIENT or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

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

11. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities, or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting SUBRECIPIENT performance through any combination of on-site visits, inspections, evaluations, and SUBRECIPIENT self-monitoring. SUBRECIPIENT shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items. SUBRECIPIENT shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate SUBRECIPIENT's performance at any time, upon reasonable notice to the SUBRECIPIENT.
- B. SUBRECIPIENT agrees that COUNTY, HCD, or their designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. SUBRECIPIENT agrees to provide COUNTY, HCD, or their designees, with any relevant information requested. SUBRECIPIENT agrees to permit COUNTY, HCD, or their designees, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), ESG program guidance document published on the website, and this Agreement. SUBRECIPIENT further agrees to retain all records described in this paragraph for a minimum of five (5) years after the termination of this Agreement. If any litigation, claim negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.
- C. COUNTY reserves the right to perform or cause to be performed a financial audit. At COUNTY's request, the SUBRECIPIENT shall provide, at SUBRECIPIENT's own expense, a financial audit prepared by a certified public accountant. ESG administrative funds may be used to fund this expense.
 - (1) If a financial audit is required by COUNTY, the audit shall be performed by an independent certified public accountant.
 - (2) The SUBRECIPIENT shall notify COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by COUNTY to the independent auditor's working papers.
 - (3) The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.
 - (4) If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to COUNTY for each finding within ninety (90) days from the date of the audit finding report.

12. CONFIDENTIALITY

- A. SUBRECIPIENT shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or

pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors, or suppliers in advance of official announcement.

- B. SUBRECIPIENT shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. SUBRECIPIENT shall protect from unauthorized disclosure names and other identifying information concerning person receiving services pursuant to this Agreement. SUBRECIPIENT shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. SUBRECIPIENT shall not use such information for any purpose other than carrying out SUBRECIPIENT's obligations under this Agreement. SUBRECIPIENT shall comply with Welfare and Institutions Code Section 10850.
- C. SUBRECIPIENT shall take special precautions, including but not limited to, sufficient training of SUBRECIPIENT's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification, or destruction.
- D. SUBRECIPIENT shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. SUBRECIPIENT shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. HOLD HARMLESS/INDEMNIFICATION

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

14. INSURANCE

- A. Without limiting or diminishing SUBRECIPIENT's obligation to indemnify or hold COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- C. SUBRECIPIENT's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, SUBRECIPIENT's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. SUBRECIPIENT shall cause SUBRECIPIENT's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days' written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. SUBRECIPIENT shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- E. It is understood and agreed to by the parties hereto that SUBRECIPIENT's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of

insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT has become inadequate.

- G. SUBRECIPIENT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to COUNTY.
- I. SUBRECIPIENT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

15. **WORKER'S COMPENSATION**

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

16. **VEHICLE LIABILITY**

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

17. **COMMERCIAL GENERAL LIABILITY**

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

18. **INDEPENDENT CONTRACTOR**

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

19. **PROFESSIONAL LIABILITY**
 SUBRECIPIENT shall maintain Professional Liability Insurance providing coverage for the SUBRECIPIENT's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If SUBRECIPIENT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and SUBRECIPIENT shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that SUBRECIPIENT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as long as the law allows.
20. **USE BY POLITICAL ENTITIES**
 The SUBRECIPIENT agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County and under certain circumstances entities located in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the SUBRECIPIENT; and COUNTY shall in no way be responsible to SUBRECIPIENT for other entities' purchases.
21. **LICENSES AND PERMITS**
 If applicable, SUBRECIPIENT shall be licensed and have all permits as required by Federal, State, COUNTY, or other regulatory authorities at the time the proposal is submitted to COUNTY and throughout the term of this Agreement. SUBRECIPIENT warrants that it has all necessary permits, approvals, certificates, waivers, and exceptions necessary for performance of this Agreement.
22. **NO DEBARMENT OR SUSPENSION**
- A. SUBRECIPIENT is not eligible to receive grant funds if SUBRECIPIENT is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.
- B. SUBRECIPIENT certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated herein; and has not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
23. **COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES**
 SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements, and directives which impose duties and regulations upon COUNTY as though made with SUBRECIPIENT directly that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, federal, state, and local housing and building codes, and all other matters applicable and/or related to the ESG Program, the COUNTY, the SUBRECIPIENT, the SUBRECIPIENT's subcontractors, and the Project, including but not limited to the provisions of 42 USC 11371 – 42 USC 11378, 24 CFR Part 576, 2 CFR Part 200, and 25 CCR Section 8400 et seq. as shall be amended from time to

time. In addition, SUBRECIPIENT shall comply with all applicable provisions of Standard Agreement No. 22-ESG-17005 including as set forth in Schedule B, Section B.1, and any applicable COUNTY policies and procedures, including but not limited to:

- a. County of Riverside Continuum of Care Written Standards:
<https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/CoC%20Written%20Standards%20amended%2081720%20S%26E%20FINAL.pdf>
- b. County of Riverside Continuum of Care Board of Governance Charter:
https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/CoC%20Charter%20-%20Amended%202-24-2021_1.pdf
- c. County of Riverside Continuum of Care Homeless Management Information System (HMIS) Charter:
<https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>

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

24. INSPECTIONS

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

25. CORE COMPONENTS OF HOUSING FIRST

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

26. EMPLOYMENT PRACTICES

- A. SUBRECIPIENT shall comply with all federal and state statutes and regulations in the hiring of its employees.
- B. SUBRECIPIENT shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement and, if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- C. In the provision of benefits, SUBRECIPIENT shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, "domestic partner" means one of two persons who

have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

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

27. CHILD SUPPORT COMPLIANCE ACT

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

28. DRUG FREE WORKPLACE CERTIFICATION

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

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

- a. Will receive a copy of SUBRECIPIENT'S drug-free policy statement; and,
- b. Will agree to abide by terms of SUBRECIPIENT'S condition of employment or Subcontract.

29. PERSONNEL

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

- (1) All staff who work full or part-time positions by title, including volunteer positions;
- (2) A brief description of the functions of each position and hours each position worked; and
- (3) The professional degree, if applicable and experience required for each position.

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

C. Background Checks

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

30. LOBBYING

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

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

C. SUBRECIPIENT shall require that the language of this certification be included in all contracts or subcontracts, if any, entered into in connection with this grant and that all SUBRECIPIENT's subcontractors 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.

31. ADVERSE GOVERNMENT ACTION

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

32. SUBCONTRACTS

A. No contract shall be made by the SUBRECIPIENT with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY and HCD. A subcontractor is not eligible to furnish any of the work or services under this Agreement, and is not eligible to receive grant funds, if the subcontractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

B. SUBRECIPIENT shall not propose to enter into any subcontract with any subcontractor who:

(1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

(2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud; a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;

(3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; or

(4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

D. SUBRECIPIENT shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.

E. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of SUBRECIPIENT and COUNTY.

33. **SUPPLANTATION**
SUBRECIPIENT shall not supplant any federal, state or COUNTY funds intended for the purpose of this Agreement with any funds made available under any other agreement. SUBRECIPIENT shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue. SUBRECIPIENT agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or COUNTY funds under any COUNTY programs without prior approval of COUNTY.
34. **ASSIGNMENT**
SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY. Any attempt to assign or transfer any interest without written consent of COUNTY shall be deemed void and of no force or effect.
35. **FORCE MAJEURE**
If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.
36. **GOVERNING LAW**
This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
37. **DISPUTES**
- A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. SUBRECIPIENT shall proceed diligently with the performance of this Agreement pending resolution of a dispute.
 - B. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.
38. **ADMINISTRATIVE/CONTRACT LIAISON**
Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.
39. **CIVIL RIGHTS COMPLIANCE**
- A. **Assurance of Compliance**
SUBRECIPIENT shall complete the "Assurance of Compliance with Riverside County Housing and Workforce Solutions Non-Discrimination in State and Federally Assisted Programs," attached as Attachment II. SUBRECIPIENT shall sign and date Attachment II and return it to COUNTY along with the executed Agreement. SUBRECIPIENT shall ensure that

the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief be excluded from participation in or be denied the benefits of or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

B. Participant Complaints

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

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

Civil Rights Complaints should be referred to:

Program Manager
Riverside County Housing and Workforce Solutions
3403 10th Street, Suite 300
Riverside, CA. 92501

C. Services, Benefits and Facilities

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

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

D. Cultural Competency

SUBRECIPIENT shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between Participants and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services. For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and

readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the Participant in both languages.

40. NOTICES

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

COUNTY:

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

SUBRECIPIENT:

Coachella Valley Rescue Mission
P.O. Box 10660
Indio, CA 92202-2564

41. SIGNED IN COUNTERPARTS

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

42. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

43. MODIFICATION OF TERMS

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

44. ENTIRE AGREEMENT

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

(SIGNATURES ON THE NEXT PAGE)

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

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

Schedule A
Payment Provisions

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. SUBRECIPIENT shall be reimbursed by COUNTY, for an amount not to exceed \$206,346.40. Said funds shall be spent according to the Budget shown below.

Budget Category	Budget Description	Total
Direct Staff	Salaries/benefits costs for employees providing services to clients (one employee)	\$45,000.40
Operations/Supportive Services	Costs of operating facilities and providing supportive services to clients	\$161,346.00
Administrative Costs Indirect/Administrative Costs	Indirect/Administrative items including, but not limited to, administrative staffing costs	\$0.00
	Total	\$206,346.40

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

- b. SUBRECIPIENT shall be reimbursed for eligible costs only. SUBRECIPIENT shall submit claims for reimbursement of eligible costs on a monthly basis no later than thirty (30) days after the end of each month in which the costs were incurred. Each claiming period shall consist of a calendar month.
- c. With each claim for reimbursement of eligible costs, SUBRECIPIENT shall submit:
 1. Form 2076A, an example of which is attached hereto as Attachment III and incorporated herein by this reference;
 2. ESG Time/Activity Report, an example of which is attached hereto as Attachment VII and incorporated herein by this reference; and
 3. The required supporting documentation set forth in Attachment IV, ESG Supporting Documentation Instructions, attached hereto and incorporated herein by this reference. If the required supporting documentation is not provided, COUNTY may delay payment until the documentation is received by COUNTY. COUNTY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement.
- d. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days. COUNTY is the pass-through agency for these funds. Once a claim is reviewed and approved, COUNTY shall submit a Request for Funds to the State. When the requested funds are received from the State, COUNTY shall remit payment to the SUBRECIPIENT. In total, this process can take 4-6 weeks.
- e. All ESG Program funds shall be expended November 7, 2024.
- f. SUBRECIPIENT must meet expenditure milestones as detailed in the table shown below:

Spending Milestones		
Due Date	Percent Due	Amount Due
1/11/24	20%	\$41,269.28
7/10/24	50%	\$103,173.20
9/8/24	80%	\$165,077.12
11/7/24	100%	\$206,346.40

A.3 WITHHELD PAYMENTS

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

A.4 DISALLOWANCE

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

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

A.5 FISCAL ACCOUNTABILITY

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

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

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

- 1. Budget Modification, Budget Amendment and/or any other Amendment of Agreement for Convenience may be conducted based on mutual agreement between the COUNTY and SUBRECIPIENT and written approval from HWS with no negative effect for both parties under the authority of HWS.
- 2. Budget Modification, Budget Amendment and/or any other Amendment of Agreement for Cause may be conducted based on mutual agreement between the COUNTY and SUBRECIPIENT and written approval from HWS. Any Cause due to SUBRECIPIENT's

inability to implement the agreed services and/or activities to meet all performance and financial outcomes as planned and agreed in this Agreement will become Finding(s) in the monitoring/auditing process and lead to any related effects such as project scoring, evaluation, consideration for future funding opportunities.

A.7 FINAL REIMBURSEMENT

Unless approved by HWS in writing, all final requests for reimbursement of authorized ESG expenditures under this Grant must be submitted to HWS no later than **November 7, 2024**.

B.1 GENERAL REQUIREMENTS

SUBRECIPIENT shall adhere to all applicable provisions outlined in Standard Agreement No. 22-ESG-17005, and SUBRECIPIENT shall cooperate with COUNTY in fulfilling its obligations under Standard Agreement No. 22-ESG-17005 (Attachment VIII). In addition, SUBRECIPIENT shall:

- a. Be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. SUBRECIPIENT shall also provide Participant linkages to other sources of support. SUBRECIPIENT shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- b. Be responsible for meeting the requirements included in Standard Agreement No. 22-ESG-17005 between HCD and COUNTY (Attachment VIII), incorporated herein by this reference. In the event any provisions of this document conflicts with this Agreement, the order of precedence shall be as follows: (1) Standard Agreement No. 22-ESG-17005 between HCD and COUNTY, then (2) this Agreement.
- c. Ensure that all ESG Program participants comply with the regulations applicable to the ESG Program as set forth in 24 CFR Part 58, and 24 CFR Part 576. Additionally, nonprofit organizations funded by the ESG Program shall comply with the requirements of 24 CFR Part 84 as though they were SUBRECIPIENT pursuant to 24 CFR Part 84. Also, units of general local government funded by the ESG Program shall comply with the requirements of 24 CFR Part 85. In the event that any federal or state laws or regulations, including without limitation regulations by the Department of Housing and Urban Development (“HUD”) add, delete, modify, or otherwise change any statutory or regulatory requirements concerning the use or administration of these funds, SUBRECIPIENT shall comply with such requirements, as amended.
- d. Participate in and accept its Participant referrals for the ESG Program from the CoC CES. The CES is a part of the Riverside County CoC’s cohesive and integrated housing crisis response system with existing programs, bringing them together into a “no-wrong-door” system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals. CES participation is a federal and state requirement under HEARTH Act 2009, 24 CFR parts 91 and 576; 24 CFR 576.400(d); and 25 CCR Section 8409.
- e. Agree to participate in the HMIS.
 1. HMIS security policies and procedures and entering required Participant data on a regular and timely basis.
 2. COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant SUBRECIPIENT access to use the HMIS software for the term of this Agreement.
 3. SUBRECIPIENT shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside CoC HMIS Charter, which is located on the County of Riverside CoC website:
<https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>

4. SUBRECIPIENT must maintain a valid HMIS End User Agreement on file with the COUNTY, which is located on the County of Riverside CoC website:
<https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/HMIS%20-%20CES%20Account%20Request%20Process.doc>

B.2 REPORTING

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

B.3 RAPID REHOUSING (OUTCOMES (DATA and ANALYSIS))

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

Measures	Total
# of households served	10 Households
# of people served	10 Persons
# of households to achieve housing stability (Note: Report should include breakdown of number of persons connected to each type of housing and services)	8 Households
# of persons to achieve housing stability (Note: Report should include breakdown of number of persons connected to each type of housing and services)	8 Persons
Percentage of persons exiting back into Homelessness	No more than 20%
Percentage of eligible/willing persons served to retain or obtain mainstream benefits	80%
Percentage of eligible and willing persons to maintain or increase income/employment	80%

B.4 PROJECT DETAIL

Project Component Type:	Service
Funding Costs for:	Rapid Re-Housing
Population Focus:	Homeless Individuals and Individuals At-Risk of Homelessness

B.5 RAPID REHOUSING SERVICES

SUBRECIPIENT shall:

Provide services to a minimum of 10 households to assist individuals and families to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. This project must adhere to the Housing First Model to establish short-term (up to 3 months) or medium-term (up to 6 months) of rental assistance and meet all State requirements

specific in Health and Safety Code (HSC § 50219(c)(1-8) in all Supervisory Districts of Riverside County. Rapid Rehousing activities must meet all HUD requirements specified in 24 CFR 576.104

- a. Complete an Individualized Intake and Housing Assessment for each household served to collect information to identify and address barriers to housing stability. The Housing Plan will be utilized to facilitate the provision of housing stabilization services and financial assistance. Services include, but are not limited to:
 1. Security deposits (not to exceed 2 months) and holding fees
 2. Standard utility deposits
 3. Housing search and placement
 4. Housing stability
 5. Tenant-based rental assistance
- b. Coordinate with Street Outreach Team(s) to contact and engage the most vulnerable individuals living on the streets, in cars, or other vehicles, in sheds, abandoned buildings and other places not meant for human habitation and with emergency shelters to facilitate direct placements into permanent housing.
- c. Assist with targeted outreach/resource events to assist individuals with completing intake forms, housing assessment tools, rental agreements, and other housing related applications.
- d. Establish and ensure a direct connection with existing rapid rehousing teams to promote coordination across all teams and ensure services are planned, strategic, and organized.
- e. Provide wraparound case management service not to exceed a 1:15 ratio to allow for optimal level of supports to successfully place and stabilize households into permanent housing. The case manager will:
 1. Meet with the individual at least three times per month for the first three months, then at a minimum of once per month for a total of 12 months.
 2. Develop an Individualized Housing Plan (IHP) with the household and utilize information from the intake assessment to ensure appropriate housing placement.
 3. Begin day one and continue through aftercare/follow-up services to ensure that employment and strengths are sustained long-term.
 4. Reevaluate individuals, at a minimum of once quarterly, to ensure that individual has sufficient resources and support networks in place to retain housing and to determine the appropriate type and level of assistance that the individual needs to retain housing.

B.6 ELIGIBILITY

SUBRECIPIENT will document that all program participants who receive rapid re-housing assistance meet the eligibility criteria of being literally homeless as defined in 24 CFR 576.2. Prioritization will be provided to individuals who are currently residing in emergency shelter to ensure turnover of beds to support existing unsheltered populations.

B.7 RE-EVALUATIONS

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

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

- a. Did not have an annual income that exceeds 30% AMI as established by HUD;

- b. Lacked sufficient resources and support networks necessary to retain housing without ESG assistance; and
- c. If a program participant is found to be ineligible for continued assistance, they must be exited from the program.

B.8 ANNUAL INCOME

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

- 1) Income evaluation form containing the minimum requirements specified by HUD and completed by the SUBRECIPIENT; and
- 2) Source documents for the assets held by the program participant and income received over the most recent period for which representative data is available before the date of the evaluation (*e.g.*, wage statement, unemployment compensation statement, public benefits statement, bank statement);
- 3) To the extent that source documents are unobtainable, a written statement by the relevant third party (*e.g.*, employer, government benefits administrator) or the written certification by the SUBRECIPIENT's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period for which representative data is available; or
- 4) To the extent that source documents and third party verification are unobtainable, the written certification by the program participant of the amount of income the program participant received for the most recent period representative of the income that the program participant is reasonably expected to receive over the 3-month period following the evaluation.

B.9 HOUSING STABILITY CASE MANAGEMENT

- a. SUBRECIPIENT shall provide housing stability to individuals and families to ensure they transition to self-sufficiency. This includes arrangement, monitoring, and delivery of services related to the housing needs and stability of individuals.

B.10 SUPPORTIVE SERVICES

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

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

B.11 USE WITH OTHER SUBSIDIES

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

B.12 LIMITATION ON MAXIMUM RENT LEVELS

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

B.13 DATA SHARING

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

B.14 COORDINATED ENTRY

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

B.15 FILE CHECKLIST

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

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

12. Back-up documentation for the services and assistance provided to that program participant, including, as applicable, security deposit, rental assistance, and utility payments made on behalf of the program participant, and copies of documentation of payments made to owners for rental assistance provided, and supporting documentation for these payments, including dates of occupancy by program participants in the participant file.
13. Referrals made by the program-to-program participant to obtain mainstream and other resources as needed.
14. Program Discharge/Exit paperwork

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

Coachella Valley Rescue Mission

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age (over 40), sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, pregnancy, disability (mental or physical including HIV and AIDS), medical condition (cancer/genetic characteristics), national origin (including language use restrictions), marital status, military and veteran status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

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

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

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

Date

Darla Burkett, Executive Director Signature

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

CR50-Vendor Assurance of Compliance

ATTACHMENT II
2076A PAYMENT REQUEST FORM

COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

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

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

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

Select Payment Type(s) Below:

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

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

\$0.00

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

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

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

Purchase Order # (10) Invoice #

Amount Authorized

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

Program Date
Fiscal Date

HOUSING AND WORKFORCE SOLUTIONS FORMS

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

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

HWS 2076A
SUBRECIPIENT PAYMENT REQUEST

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

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

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

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

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

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

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

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

SUPPORTING DOCUMENTATION REQUIREMENTS

GENERAL GUIDELINES
❖ Claims must be submitted in an organized format.
❖ All required summary worksheets and backup documentation must be included, must match the amounts requested, and must be clear and legible.
❖ Do not include irrelevant documentation that is not from costs being claimed. For example, large phone bills should include only the relevant pages to document costs being claimed.
❖ Any claims difficult to review due to organization or backup documentation issues will be rejected.
❖ All claims must be in accordance with the terms and conditions of your contract.
FISCAL YEAR-END (JUNE 30)
❖ The County’s fiscal-year end is June 30 of each calendar year. The County’s ACO (Auditor-Controller’s Office) has an early cutoff to process invoices at year-end. To be processed and paid in the month of June, all claims must be received by <u>June 6.</u>
*If June 6 falls on a weekend, the deadline is the prior Friday (June 4 or 5).
❖ Claims received <u>after June 6</u> will still be paid. However, payment will be delayed until <u>after June 30.</u>
❖ Claims at year-end must still follow the same general guidelines. *Estimates are not allowed unless specifically authorized by our fiscal team.
PERSONALLY IDENTIFIABLE INFORMATION (PII)
❖ All PII of program participants must be redacted, including:
❖ Name, Date of birth, Social Security Number, Driver’s License Number
❖ Instead of the client’s name, use their HMIS Client ID as their identifier on spreadsheets and documentation sent with claims.
FORMS / SUMMARY WORKSHEETS – Required with each claim. Spreadsheets must be provided in Excel format.
❖ SIGNED/DATED Payment Request Form (<u>current version</u> of Form 3106 or Form 2076A, depending on the grant)
❖ Staffing Detail Worksheet
❖ Rental Assistance Summary Worksheet, if applicable
❖ Summary Worksheet for other expenses
LEASING / RENTAL ASSISTANCE – Required at time of client move-in and with any changes or (if applicable) annual recertification.

❖ Lease agreement
❖ Rent reasonableness, if required by the grant
❖ Rent calculation, if required by the grant
LEASING / RENTAL ASSISTANCE – Required with each claim.
❖ Invoice or documentation of rent amount and due date
❖ Proof of payment (cancelled check or check stub)
STAFF / PAYROLL – Required with each claim.
❖ Time and Activity Report – Submit a separate time and activity report for each pay period with only the days from that pay period (not the entire month unless the employee is paid monthly).
❖ Include Pay Stub or Payroll Report
❖ All documentation must match with employee timesheet/timecard. *timesheet/timecard is not a substitute for the time and activity report
STAFF – INSURANCE (Workers Comp, Health/Dental, etc.) – Required if reimbursement or match is being requested for insurance.
❖ Copy of the policy with rate by employee – Required with first claim and with any changes.
❖ Invoice and proof of payment (cancelled check or check stub)
OTHER EXPENSES
❖ Invoice/receipt including date and explanation of expense <ul style="list-style-type: none"> ▪ Proof of payment of the credit card statement (cancelled check or check stub)
❖ Vehicle/mileage costs (including insurance) – Documentation must be provided that connects the vehicle or driver to the specific grant/contract.
PROOF OF PAYMENT - CREDIT CARD PAYMENTS
❖ Credit card statement with relevant charge(s) highlighted <ul style="list-style-type: none"> ▪ Proof of payment of the credit card statement (cancelled check or check stub)

ATTACHMENT IV
Monthly Performance Report



Monthly Performance Report
for the month of _____, 20____
(due on the 10th business day after the above stated month)

Organization Name: _____

Project Name: _____

Contact Person: _____ **Position:** _____

Email: _____ **Phone Number:** _____

Project Start Date: _____ **Project End Date:** _____

Total Award Amount: _____

Part 1: Program Performance			
<i>(Please attach support documentation such as data/reports from HMIS or comparable database for DV projects)</i>			
Measures per Contract	Contract Total	Accumulated Actual	Actual % of Goal
# of Units / Households served	Minimum 60		%
# of Beds / Persons served	Minimum 80		%
% Persons achieved housing stability	Minimum 90%		%
% Persons exited back into homelessness	Maximum 10%		%
Mainstream benefit attainment	Minimum 80%		%
Increase in income/employment	Minimum 30%		%

Part 2: Fiscal Performance			
Budget Categories	Contract Total	Accumulated Actual	Actual % of Goal
Leasing	\$	\$	%
Rental Assistance	\$	\$	%
Supportive Services	\$	\$	%
Operating Costs	\$	\$	%
HMIS	\$	\$	%
Administrative Costs (Subrecipient)	\$	\$	%
Subrecipient Total	\$	\$	%

Part 3: Challenges:

•

Part 4: Request for Training / Technical Assistance

•

Part 5: Comments / Remarks

•

ATTACHMENT V
HMIS PARTICIPATING AGENCY AGREEMENT



**COUNTY OF RIVERSIDE CONTINUUM OF CARE
HMIS PARTICIPATING AGENCY AGREEMENT**

_____ (“AGENCY”) has elected to participate in the County of Riverside Continuum of Care Homeless Management Information System (“HMIS”) and therefore is entering into this HMIS Participating Agency Agreement (this “Agreement”). The AGENCY and its personnel are permitted to use HMIS and security services on their computer systems through an Internet connection. The HMIS is a database and case management system that collects and maintains information on the characteristics and service needs of clients. The system collects and stores client –level data, which can be used to generate unduplicated and aggregate reports to determine the use and effectiveness of the services being provided to the homeless and at risk populations.

The Riverside County Housing, Homelessness Prevention and Workforce Solutions (HHPWS) (“HMIS LEAD”) is the HUD grantee responsible for administering the HMIS grant. HMIS LEAD is the system host and provides the personnel and administrative support to operate the County of Riverside CoC HMIS. HMIS LEAD is responsible for ordering, installing and maintaining the computer and network system, implementing the software solution, providing secured access for participating agencies, troubleshooting problems, and offering training and on-going technical support.

AGENCY agrees to abide by all laws, and the County of Riverside CoC HMIS Charter pertaining to client confidentiality, user conduct, security, and the ongoing functionality and stability of services and equipment used to support HMIS.

In consideration of their mutual undertakings and covenants, the AGENCY and HMIS LEAD agree as follows:

1. General Understandings:

- A. Definitions. In this Agreement, the following terms will have the following meanings:
- i. “AGENCY staff” refers to employees, volunteers, contractors, or any other agents of the AGENCY.

- ii. "Breach" shall mean the acquisition, access, use or disclosure of Identifying Information in a manner not permitted as defined in any Federal or State law, including, but not limited to:
 - a. The Health Insurance Portability and Accountability Act, 45 CFR section 164.502 ("HIPAA");
 - b. The Health Information Technology for Economic and Clinical Health Act, 42 USC 17921;
 - iii. The California Confidentiality of Medical Information Act, Civil Code section 56.10 et seq.; "Client" refers to a person receiving services from the AGENCY.
 - iv. "De-Identifying Information" (also referred to as "non-identifying" information) refers to data that has specific Client demographic information removed, to allow use of the data *without identifying* a specific Client.
 - v. "Enter" or "entry" refers to the entry of any Client information into the HMIS.
 - vi. "HMIS" refers to the Homeless Management Information System.
 - vii. "HMIS staff" refers to the employees, contractors, or agents of HMIS LEAD assigned to administer the HMIS, as well as to analyze, review and report on the data contained in HMIS.
 - viii. "Identifying Information" (also referred to as "confidential" data or information) refers to information about a Client that can be used to distinguish or trace the Client's identity, either alone or when combined with other personal or identifying information using methods reasonably likely to be used.
 - ix. "Information" refers to both De-Identifying Information and Identifying Information.
 - x. "AGENCY" refers generally to any service provider or organization signing this document that is participating or planning to participate in the HMIS.
 - xi. "Sharing," or "information sharing" refers to entering information into HMIS, or providing Identifying Information to other agencies, organizations, individuals, or providers that do not participate in the HMIS.
 - xii. "User" refers to AGENCY employees authorized to have, and having, access to the HMIS.
- B. Use and Disclosure. Whenever AGENCY enters information into HMIS, such Identifying Information will be available to the HMIS staff who may use it to: administer HMIS, conduct analysis, coordinate services, and prepare reports to be submitted to others in de-identifying form. AGENCY use and disclosure of HMIS Identifying Information may occur only in accordance with HMIS Policies, Standard Operating Procedures.
- C. Access. AGENCY agrees to allow HMIS and its subcontractors access to information provided by the AGENCY in accordance with this Agreement and to carry out its duties with respect to the HMIS, which includes without limitation,

HMIS administration, testing, problem identification and resolution, management of the HMIS database, and data aggregation and analysis activities, as permitted by applicable state and federal laws and regulations.

2. Confidentiality:

A. AGENCY shall not:

- i. enter information into the HMIS which it is not authorized to enter, or
- ii. share information that AGENCY is not authorized to share.

By entering information into the HMIS, AGENCY represents that it has the authority to enter such information into the HMIS. To the best of AGENCY's knowledge, any information entered into the HMIS does not violate any of the Client's rights, under any relevant federal, state, or local confidentiality laws, regulations or other restrictions applicable to Client information.

B. AGENCY agrees to comply with all federal and state regulations regarding the confidentiality of Identifying Information, including, but not limited to:

- i. The Health Insurance Portability and Accountability Act, 45 CFR Parts 160, 162 and 164 ("HIPAA");
- ii. The Health Information Technology for Economic and Clinical Health Act ("HITECH Act");
- iii. The California Confidentiality of Medical Information Act, Civil Code section 56.10 et seq.;
- iv. California Welfare and Institutions Code section 5328 et seq.;
- v. California Evidence Code section 1010 et seq.;
- vi. Code of Federal Regulations, at 42 CFR Part 2.

C. To the extent that information entered by AGENCY into the HMIS is or becomes subject to additional restrictions, AGENCY will immediately inform HMIS in writing of such restrictions.

3. Display of Notice:

- i. Pursuant to the notice published by the Department of Housing and Urban Development ("HUD") on July 30, 2004, AGENCY will prominently display at each intake desk (or comparable location) the *HMIS Notice of Privacy Practices* approved by HMIS LEAD, that explains the Client rights associated with providing AGENCY staff with Identifying Information. It is AGENCY's responsibility to ensure that each Client understands his or her rights. Additionally, if AGENCY maintains a public webpage, the current

version of the *HMIS Notice of Privacy Practices* must be posted on the webpage. The current form of *HMIS Notice of Privacy Practices*, which may be modified from time to time at HMIS's LEAD's discretion, is attached to and incorporated into this Agreement by reference, and is available from HMIS LEAD or on its website <http://HMIS.LEAD.co.riverside.ca.us/homeless-programs>.

4. Information Collection, Release and Sharing Consent:

- A. Collection of Identifying Information. AGENCY must collect information by lawful and fair means with the knowledge or consent of the Client. Any Identifying Information collected by the AGENCY must be relevant to the purpose for which it is to be used. To the extent necessary for those purposes, Identifying Information should be accurate, complete and timely. . AGENCY must post Mandatory Collection Notice at each intake desk or comparable location. Privacy and Mandatory Collection Notices must be made available in writing at the client's request.
- B. Obtaining Client Consent. AGENCY will obtain the informed consent of the Client by having the Client sign the *Consent* form.
- C. Sharing. Prior to sharing any of a Client's information with an AGENCY or organization outside of the HMIS, except as provided in the *HMIS Notice of Privacy Practices*, approved by HMIS LEAD, that explains the Client rights associated with providing AGENCY staff with Identifying Information, AGENCY will provide the Client with a copy of its client consent and/or release of information form ("Consent"). Following an explanation regarding the entity or individual that the information will be shared with and how it will be used, the AGENCY will obtain the informed consent of the Client by having the Client sign the *Consent* form specific to that other AGENCY or outside organization.
- D. Consent Form. AGENCY shall keep all copies of the signed *Consent* form for a period of seven (7) years after the Client signed the consent form. Such forms shall be available for inspection and copying by HMIS and/or the U.S. Department of Housing and Urban Development, at any time.
- E. Refusal of Services. AGENCY may not refuse or decline services to a Client or potential Client if that person:
 - i. objects to the entry of its information in the HMIS; or
 - ii. refuses to share his or her personal information with the AGENCY or cannot remember certain information; however, some information may be required by the program to determine eligibility for housing or services, to assess needed services, or to fulfill reporting requirements.

5. HMIS Policies and Standard Operating Procedures:

Notwithstanding any other provision of this Agreement, AGENCY's use of and participation in the HMIS, and the use, disclosure, and submission of data to and from the HMIS shall, at all times, be governed by the *HMIS Notice of Privacy Practices* and the *HMIS Charter*, as revised from time to time, at the sole discretion of HMIS. Such *HMIS Charter* is incorporated in this Agreement by reference and is located at <http://HMIS LEAD.co.riverside.ca.us/homeless-programs/management-information-system>

In the event of a conflict between this Agreement and the *HMIS Charter*, the latter shall control.

6. Sharing HMIS Data:

AGENCY shall not release any Identifying Information received from the HMIS to any other person or organization without the written informed consent of the Client, unless such disclosure is required by law or in accordance with the *HMIS Notice of Privacy Practices*.

Basic Client profile data entered into HMIS (with consent), which includes Client demographic data will be shared with all Agencies in the HMIS system in an effort to reduce the event of duplicative Client records and/ or intakes. This includes the following data elements:

- 3.1 Name
- 3.2 Social Security Number
- 3.3 Date of Birth
- 3.4 Race
- 3.5 Ethnicity
- 3.6 Gender
- 3.7 Veteran Status
- 3.15 Relationship to Head of Household

Client's project level data will only be shared with agencies that have signed an *Inter-Agency Data Sharing Agreement*. This includes the following data elements:

- 3.8 Disabling Condition
- 3.10 Project Start Date
- 3.11 Project Exit Date
- 3.12 Destination
- 3.16 Client Location
- 3.20 Housing Move-in Date
- 3.917 Living Situation
- 4.2 Income and Sources
- 4.3 Non-Cash Benefits
- 4.4 Health Insurance
- 4.5 Physical Disability
- 4.6 Developmental Disability
- 4.7 Chronic Health Condition
- 4.8 HIV/AIDS
- 4.9 Mental Health Problem
- 4.10 Substance Abuse
- 4.11 Domestic Violence
- 4.12 Contact
- 4.13 Date of Engagement
- Enrollment History (Project and Organization name)

7. Client Inspection/Correction:

Upon receipt of a written request from a Client, AGENCY shall allow the Client to inspect and obtain a copy of his or her own information during regular business hours. AGENCY is not required to provide a Client access to information (a) compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding; (b) about another individual; (c) obtained under a promise of confidentiality if disclosure would reveal the source of the information; and (d) which, if disclosed, would be reasonably likely to endanger the life or physical safety of any individual. AGENCY must allow a Client to correct information that is inaccurate or incomplete; provided, however, that prior to correcting such information, AGENCY shall consult with HMIS. Such consultation is necessary to ensure proper coordination between the AGENCY's response and the capabilities of the HMIS system, unless the requested correction is a routine correction of a common data element for which a field exists in HMIS (e.g., date of birth, prior residence, social security number, etc.). AGENCY is not required to remove any information as a result of a correction, but may, in the alternative, mark information as inaccurate or incomplete and may supplement it with additional information.

8. Security:

AGENCY shall maintain the security and confidentiality of information in the HMIS and is responsible for the actions of its employees, contractors, volunteers, or agents and their proper training and supervision. AGENCY agrees to follow the *HMIS Policies and Standard Operating Procedures* on security (hereafter "Security Rule"), which by this reference is incorporated herein and which may be modified from time to time at HMIS LEAD's discretion. At its discretion, HMIS LEAD may conduct periodic assessments of AGENCY to monitor its compliance with the Security Rule. The steps AGENCY must take to maintain security and confidentiality include, but are not limited to:

- A. Access. AGENCY will permit password-protected access to the HMIS only to authorized AGENCY staff who need information from the HMIS for legitimate business purposes (such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements). AGENCY will limit the access of such staff to only those records that are immediately relevant to their work assignments.
- B. User Code of Ethics. Prior to permitting any User to access HMIS, AGENCY will require the User to sign an *HMIS User Agreement/Code of Ethics* ("User Code of Ethics"), which is incorporated herein by this reference and which may be amended from time to time at HMIS LEAD's discretion. AGENCY will comply with and enforce the User Code of Ethics and will inform HMIS LEAD immediately in writing of any breaches of the User Code of Ethics.

i. Any staff, volunteer or other person who has been granted a User ID and password and is found to have committed a breach of system security and/or Client confidentiality will have his/her access to the database revoked immediately.

ii. In the event of a breach of system security or Client confidentiality, the Director of the AGENCY shall notify HMIS LEAD within twenty-four (24) hours. Any AGENCY that is found to have had breaches of system security and/or Client confidentiality shall enter a period of probation, during which technical assistance shall be provided to help the AGENCY prevent further breaches.

Probation shall remain in effect until HMIS LEAD has evaluated the AGENCY's security and confidentiality measures and found them compliant with the policies stated in this Agreement and the User Code of Ethics. Subsequent violations of system security may result in suspension from the HMIS.

- C. User Authentication. AGENCY will permit access to HMIS only with use of a User authentication system consisting of a username and a password which the User may not share with others. Written information pertaining to User access (e.g., username and password) shall not be stored or displayed in any publicly accessible location. Passwords shall be between eight and twelve characters long and include both letters and numbers. Passwords shall not be, or include the username, the HMIS vendor's name, the HMIS LEAD name, the AGENCY's name, or consist entirely of any word found in the common dictionary or any of the forenamed words spelled backwards. The use of default passwords on initial entry into the HMIS is allowed so long as the User changes the default password on first use. Individual Users must not be able to log on to more than one workstation at a time, or be able to log on to the network at more than one location at a time. Passwords and usernames shall be consistent with guidelines issued from time to time by HUD and HMIS LEAD. Passwords and usernames shall not be exchanged electronically without HMIS LEAD's approval.
- D. Hard Copies. The AGENCY must secure any paper or other hard copy containing Identifying Information that is generated either by or for the HMIS LEAD, including, but not limited to reports, data entry forms and signed consent forms. Any paper or other hard copy generated by or for the HMIS LEAD that contains such information must be supervised at all times when it is in a public area. If AGENCY staff is not present, the information must be secured in areas that are not publicly accessible. Agencies wishing to dispose of hard copies containing Identifying Information must do so by shredding the documents or by other equivalent means with approval by HMIS LEAD. Written information specifically pertaining to User access (e.g., username and password) must not be stored or displayed in any publicly accessible location.
- E. Training/Assistance. HMIS LEAD will conduct ongoing basic confidentiality training for all persons with access to the HMIS and will train all persons who may receive

information produced from the HMIS on the confidentiality of such information. AGENCY will participate in such training as is provided from time to time by HMIS LEAD. Representatives of HMIS LEAD will be reasonably available during HMIS's defined weekday business hours for technical assistance (e.g., troubleshooting and report generation).

9. Information Entry Standards:

- A. Information entered into HMIS by AGENCY will be truthful, accurate, complete and timely to the best of AGENCY's knowledge.
- B. AGENCY will *not* solicit from Clients or enter information about Clients into the HMIS database unless the information is required for a legitimate business purpose such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements.
- C. AGENCY will only enter information into the HMIS database with respect to individuals which it serves or intends to serve, including through referral.
- D. AGENCY will enter information into the HMIS database within seven (7) calendar days of data collection.
- E. AGENCY will not alter or over-write information entered by another AGENCY.

HMIS LEAD reserves the right to, in its sole discretion, delete or segregate information entered into the HMIS by an AGENCY, or take any other appropriate measures, to maintain the accuracy and integrity of the HMIS or to avoid compromising the HMIS goal of maintaining unduplicated counts of Clients.

AGENCY is responsible for maintaining timely, accurate and complete data in HMIS and remaining in compliance with federal regulations as well as any outside applicable regulations such as the HIPAA standards.

HMIS LEAD will conduct an annual monitoring site visit to ensure compliance with HUD and Riverside County CoC HMIS requirements. HMIS LEAD will provide utilization reports to participating agencies on a regular basis to include data quality and tracking.¹⁰ **Use of the HMIS:**

- A. AGENCY will not access Identifying Information for any individual for whom services are neither being sought nor provided by the AGENCY. AGENCY may access Identifying Information of the Clients it serves and may request, in writing addressed to HMIS LEAD's authorized officer shown on the signature page of this Agreement, access to statistical, non-identifying information on both the Clients it serves and Clients served by other HMIS Participating Agencies.

- B. AGENCY may report non-identifying information to other entities for funding or planning purposes. Such non-identifying information shall not directly identify individual Clients.
- C. AGENCY and HMIS LEAD will report only non-identifying information in response to requests for information from the HMIS.
- D. AGENCY will use the HMIS for its legitimate business purposes only.
- E. AGENCY will not use the HMIS to defraud federal, state or local governments, individuals or entities, or conduct any illegal activity.
- F. AGENCY shall not use the HMIS to aggregate data to compare the performance of other Participating Agencies, without the express written consent of HMIS LEAD and each of the Participating Agencies being compared.
- G. Notwithstanding any other Section of this Agreement, the parties may use or disclose for any lawful purpose information that: (a) is in the possession of the party prior to the time of the disclosure to the party through the HMIS and was not acquired, directly or indirectly, from the HMIS; or (b) is made available to the party by a third party who has the legal right to do so.

11. Proprietary Rights of the HMIS:

- A. AGENCY or HMIS LEAD staff shall assign passwords and access codes for all AGENCY Staff that meets other privacy, training and conditions contained within this Agreement.
- B. AGENCY or HMIS LEAD staff shall not assign passwords or access codes to any other person not directly connected to or working for their own AGENCY.
- C. AGENCY shall be solely responsible for all acts and omissions of its Users, and all other individuals who access the HMIS either through the AGENCY or by use of any password, identifier or log-on received or obtained, directly or indirectly, lawfully or unlawfully, from the AGENCY or any of the AGENCY's Authorized Users, with respect to the HMIS and/or any confidential and/or other information accessed in connection therewith, and all such acts and omissions shall be deemed to be the acts and omissions of the AGENCY. Each AGENCY shall certify:
 - i. That its Users have received training regarding the confidentiality of HMIS information under all applicable federal, state, and local laws and agree to protect the Information in compliance with such laws and this Agreement;
 - ii. That its Users shall only access the HMIS for purposes approved by the AGENCY and that are consistent with this Agreement;

iii. That its Users have agreed to hold any passwords, or other means for accessing the HMIS, in a confidential manner and to release them to no other individual. AGENCY shall ensure that all Users understand that sharing passwords and other means for accessing the HMIS is expressly prohibited;

iv. That its Users agree and understand that their failure to comply with the terms of this Agreement may result in their exclusion from the HMIS and may constitute cause for disciplinary action by the AGENCY; and

v. That it has restricted access to the HMIS only to the Users that the AGENCY has identified pursuant to this Section.

D. AGENCY shall terminate the rights of a User immediately upon the User's termination from his or her position. In the alternative, AGENCY must immediately notify HMIS LEAD staff of the User's termination to allow HMIS LEAD staff to terminate the User's access rights. The AGENCY is responsible for removing HMIS Users from the system.

E. AGENCY shall be diligent not to cause in any manner or way, corruption of the HMIS, and AGENCY agrees to be responsible for any damage it may cause.

12. HMIS Administrators Council:

The County of Riverside Continuum of Care (CoC) delegates oversight and guidance of the HMIS and related activities to the HMIS Administrators Council ("HMIS COUNCIL"). A list of the current members of the HMIS COUNCIL may be obtained from <http://HMIS.LEAD.co.riverside.ca.us/homeless-programs>. The HMIS LEAD staff will consult with the HMIS COUNCIL from time to time regarding issues such as revision to the form of this Agreement. Written AGENCY complaints that are not resolved may be forwarded to the HMIS COUNCIL which will try to reach a voluntary resolution of the complaint.

12. Insurance

HMIS Data sharing participating agencies must maintain insurance as provided in subrecipients contract with DPSS.

13. Limitation of Liability and Indemnification:

A. Except as provided in this Section, no party to this Agreement shall assume any additional liability of any kind due to its execution of this Agreement or its participation in the HMIS. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or

liability for the acts of any other person or entity through participation in HMIS except for the acts and omissions of its own employees, volunteers, agents or contractors. The parties specifically agree that this Agreement is for the benefit of the parties only and creates no rights in any third party.

B. AGENCY agrees to indemnify, defend and hold harmless HMIS LEAD, including its directors, officers, employees, representatives, and agents from and against any and all claims and liabilities (including, without limitation, all damages, costs, and expenses, including legal fees and disbursements paid or incurred) arising from the intentional acts or omissions, negligence, or strict liability of AGENCY, its directors, officers, employees, representatives, or agents, or AGENCY's breach of this Agreement, including any breach associated with Identifying information. This Section shall survive the termination of this Agreement.

C. Without limiting any other provision of this Agreement, AGENCY and its Users shall be solely responsible for all decisions and actions taken or not taken involving services, treatment, patient care, utilization management, and quality management for their respective patients and Clients resulting from or in any way related to the use of the HMIS or the Information made available thereby. AGENCY and Users shall have no recourse against, and hereby waive, any claims against HMIS LEAD for any loss, damage, claim or cost relating to or resulting from its own use or misuse of the HMIS.

D. AGENCY acknowledges and agrees that the HMIS is an information management tool only and that it contemplates and requires the involvement of Agencies and Users that are qualified to maintain, collect and enter information into the HMIS. AGENCY further acknowledges and agrees that HMIS LEAD has not represented its services as having the ability to perform any tasks that constitute the practice of medicine or of other professional or academic disciplines. HMIS LEAD shall not be responsible for any errors, misstatements, inaccuracies, or omissions regarding the content of the HMIS, although every effort has been made to ensure its quality and accuracy. AGENCY assumes all risk for selection and use of the content in the HMIS.

E. All data to which access is made through the HMIS originates from Participating Agencies, and not from HMIS LEAD. All such data is subject to change arising from numerous factors, including without limitation, changes to Client information made at the request of the Client, changes in the Client's condition, the passage of time and other factors. HMIS LEAD neither initiates the transmission of any data nor monitors the specific content of data being transmitted. Without limiting any other provision of this Agreement, HMIS LEAD shall have no responsibility for or liability related to the accuracy, content, currency, completeness, content or delivery of any data either provided by AGENCY, or used by AGENCY, pursuant to this Agreement.

F. Access to the HMIS and the information obtained by AGENCY pursuant to the use of those services are provided "as is" and "as available." AGENCY is solely responsible for any and all acts or omissions taken or made in reliance on the HMIS or the information in the HMIS, including inaccurate or incomplete information. It is expressly agreed that in no event shall HMIS LEAD be liable for any special, indirect, consequential, or exemplary damages, including but not limited to, loss of profits or revenues, loss of use, or loss of information or data, whether a claim for any such liability or damages is premised upon breach of contract, breach of warranty, negligence, strict liability, or any other theories of liability, even if HMIS LEAD has been apprised of the possibility or likelihood of such damages occurring. HMIS LEAD disclaims any and all liability for erroneous transmissions and loss of service resulting from communication failures by telecommunication service providers or the HMIS.

14. Limitation of Liability:

HMIS LEAD shall not be liable for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment.

15. Disclaimer of Warranties:

HMIS LEAD makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, to any AGENCY or any other person or entity as to the services of the HMIS or as to any other matter.

16. Additional Terms and Conditions:

A. AGENCY will abide by such guidelines as are promulgated by HUD and HMIS LEAD from time to time regarding administration of the HMIS.

B. AGENCY and HMIS LEAD intend to abide by applicable State and Federal laws. Should any term of this Agreement be inconsistent with applicable law, or should additional terms be required by applicable law, AGENCY and HMIS LEAD agree to modify the terms of this Agreement so as to comply with applicable law.

C. Neither HMIS LEAD nor AGENCY will transfer or assign any rights or obligations regarding the HMIS without the written consent of the other party.

D. This Agreement will be in force until terminated by either party. Either party may terminate this Agreement with thirty (30) days written notice. Either party may also terminate this Agreement immediately upon a material breach of this Agreement by the other party, including but not limited to a breach of the *HMIS Charter (Policies and Standard Operating Procedures)* by AGENCY. Upon termination of this Agreement, AGENCY shall remain liable for (and nothing in this Agreement shall prevent HMIS LEAD from recovering) any fees, costs, or expenses that have been incurred prior to the

termination of this Agreement. HMIS LEAD and the remaining Participating Agencies will maintain their rights to use all of the information previously entered by AGENCY except to the extent a restriction is imposed by the Client or applicable law.

E. Copies of AGENCY data will be provided to the AGENCY upon termination of this Agreement at the AGENCY's written request to HMIS LEAD made within sixty (60) days after the termination of this Agreement. Information will be provided on CDs or other mutually agreed upon media. Unless otherwise specified in writing, copies of data will be delivered to AGENCY within sixty (60) calendar days of receipt of written requests for data copies. HMIS LEAD reserves the right to charge AGENCY's HMIS actual costs for providing such data to AGENCY.

F. Except as otherwise provided, no action taken by either party, or its officers, employees or agents, pursuant to this Agreement, shall be deemed to constitute an action of the other party, or shall be construed to place the parties in a relationship of partners, joint ventures, principal and agent, or employer and employee, or shall be deemed to confer upon either party any express or implied power, right or authority to enter into any agreement or commitment, express or implied, or to incur any obligation or liability on behalf of the other party except as expressly provided herein. HMIS LEAD and AGENCY intend and agree that they and their respective agents or employees shall serve as independent contractors and not as employees of the other party, and this Agreement shall not be considered a hiring by either party or a contract of employment.

G. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions of this Agreement may be waived, only by a written instrument executed by the Parties, or in the case of a waiver, by the party waiving compliance.

H. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a further or continuing waiver of any such condition or breach of any other condition or the breach of any other provision, term, covenant, representation, or warranty of this Agreement.

I. Neither party shall assign its rights or delegate its duties hereunder without the prior written consent of the other, which consent will not be unreasonably withheld. All of the terms, provisions, covenants, conditions and obligations of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

J. Any notice required or permitted to be given under this Agreement shall be conclusively deemed to have been received by a party to this Agreement on the day it is delivered to such party at the address indicated in the signature block below, or at such other address as such party shall specify to the other party in writing, or if sent by registered or certified mail, on the third business day after the date on which it is mailed to such party at said address.

K. This Agreement sets forth the entire understanding between the parties with respect to the matters contemplated by this Agreement and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to these matters.

L. If any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this Agreement that can be given effect without the invalid or unenforceable provisions, and all unaffected provisions of this Agreement shall remain in full force and effect as if this Agreement had been executed without such invalid or unenforceable provisions.

M. The Parties affirm that this Agreement has been entered into in the State of California and will be governed by and construed in accordance with the laws of the State of California, notwithstanding any state's choice of law rules to the contrary. Any action to enforce, challenge or construe the terms or making of this Agreement or to recover for its breach shall be litigated exclusively in a state or federal court located in the State of California.

This Agreement is executed between (AGENCY) and (HMIS LEAD) and upon execution the AGENCY will be given access to the HMIS with the terms herein set forth. This agreement will be signed by the Executive Director at the Participating AGENCY.

Tanya Tomo		
_____	_____	_____
HMIS LEAD	SIGNATURE	DATE

AGENCY NAME		
_____	_____	_____
AGENCY CEO/EXECUTIVE DIRECTOR	SIGNATURE	DATE

I have read the AGENCY Agreement and understand that this technology is for HMIS purposes only.

ATTACHMENT VII
ESG Time/Activity Report

HUD EMERGENCY SOLUTIONS GRANT TIME & ACTIVITY REPORT

AGENCY NAME - EMPLOYEE NAME

DATES: (dates for pay period)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL	
RAPID REHOUSING STAFF																																	
Case Management																																	0.00
Housing																																	0.00
Total Rapid Rehousing																															0.00		
HOMELESSNESS PREVENTION STAFF																																	
Case Management																																0.00	
Housing																																0.00	
Total Homelessness Prevention																															0.00		
EMERGENCY SHELTER STAFF																																	
Case Management																																0.00	
Operations																																0.00	
Total Emergency Shelter																															0.00		
OUTREACH STAFF																																	
Engagement																																0.00	
Case Management																																0.00	
Total Outreach																															0.00		
ADMIN STAFF																																	
Administration																																0.00	
Total ADMIN																															0.00		
Non-Project																																0.00	
Total Non-Project																															0.00		
Vacation																																0.00	
Sick																																0.00	
Holiday																																0.00	
Other Paid Time Off																																0.00	
Total Fringe																															0.00		
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Total Hours	0.00
Total Fringe Hours	0.00
Difference	0.00
Actual Hours - Rapid Rehousing	0.00
Actual Hours - Homelessness Prevention	0.00
Actual Hours - Emergency Shelter	0.00
Actual Hours - Outreach	0.00
Actual Hours - ADMIN	0.00
Non-Project Hours	0.00

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

Employee Signature _____ Date _____

Supervisor Signature _____ Date _____

Attachment VIII
Standard Agreement No. 22-ESG-17005

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

SIU 213 (REV. 04/2020)

AGREEMENT NUMBER
22-ESG-17005

PURCHASING AUTHORITY NUMBER (if Applicable)

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

CONTRACTING AGENCY NAME

Department of Housing and Community Development Agency (HCD)

CONTRACTOR NAME

County of Riverside

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

December 27, 2024

3 The maximum amount of this Agreement is:

\$312,602

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

Exhibits	Title	Pages
Exhibit A	Authority, Purpose, and Scope of Work	8
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C *	General Terms and Conditions	GTC-04/2017
+ -	Exhibit D ESG Program Terms and Conditions	37
+ -	Exhibit E Project Specific Provisions and Special Terms and Conditions	2

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

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

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

CONTRACTOR

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

County of Riverside

CONTRACTOR BUSINESS ADDRESS

3403 10th Street, Suite 300

CITY

Riverside

STATE

CA

ZIP

92501

PRINTED NAME OF PERSON SIGNING

Heidi MARSHALL

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

Heidi Marshall

DATE SIGNED

9/11/2023

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
 STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22-ESG-17005	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Department of Housing and Community Development (HCD)				
CONTRACTING AGENCY ADDRESS 2020 W. El Camino Avenue		CITY Sacramento	STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING Diana Malimon		TITLE Contract Services Section Manager		
CONTRACTING AGENCY AUTHORIZED SIGNATURE <i>Diana Malimon</i>		DATE SIGNED 09/13/2023		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable) Exempt per SCM Vol. 1 4.04, A.3 (DGS memo dated 6/12/1981)		

EXHIBIT A**AUTHORITY, PURPOSE AND SCOPE OF WORK****1. Authority & Purpose**

This Standard Agreement (hereinafter "Agreement") will provide official notification of the reservation of funds under the State of California's reservation of funds under the State of California's administration of the federal Emergency Solutions Grants Program Allocation (hereinafter, "ESG " or the "Program") by the Department of Housing and Community Development (hereinafter the "Department" or "HCD") pursuant to the provisions of 42 USC 11371 – 42 USC 11378, ("Federal Statutes"), the Catalog of Federal Domestic Assistance Number 14.231, 24 CFR Part 576, ("Federal Regulations"), and 25 California Code of Regulations (CCR) Section 8400 et seq. ("State Regulations") all as shall be amended from time to time.

ESG provides funds for a variety of activities to address homelessness as authorized under the federal Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 and State program requirements. HCD administers the ESG program with funding received from the U.S. Department of Housing and Urban Development (HUD).

The ESG program provides grant funding to:

- (1) engage homeless individuals and families living on the street,
- (2) rapidly re-house homeless individuals and families,
- (3) help operate and provide essential services in emergency shelters for homeless individuals and families, and
- (4) prevent individuals and families from becoming homeless. This contract specifically provides funding for specific program activities described in Exhibit D, Section (3).

HCD receives ESG funds from HUD and then HCD (as Grantor), via this Agreement, is making a grant of specific ESG funds to a grantee, who is also known as the Contractor. In accepting this reservation of funds, the "Contractor" as defined in Exhibit D (2)(A)(10) also, referred to as the "Administrative Entity" as defined in the State Regulations agrees to comply with the terms and conditions of this Agreement, as it relates to the ESG Notice of Funding Availability (NOFA) under which the Contractor applied, the representations contained in the Contractor's Application (hereinafter, "Application"), for the ESG funding allocations, and the requirements of the authorities

Program Name: Emergency Solutions Grants Program (ESG)
Continuum of Care (AE) Allocation
NOFA Dates: 6/13/2022
Approve Date: 6/12/2023
Prep. Date: 6/15/2023

EXHIBIT A

cited above. Any and all changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from the Department.

For purposes of this agreement Contractor is the Contractor identified in the STD 213 and which is further defined in Exhibit D (2)(A)(10) definitions section.

2. Scope of Work

- A. Contractor shall perform the Scope of Work ("Work") required as described in this Agreement and in the Application, which is on file electronically with the Department and which is incorporated herein by reference. Contractor shall be responsible for ensuring its selected homeless service providers perform the Work set forth in Exhibit E of this Agreement. All written materials or alterations submitted as addenda to the original Application, and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Contractor to modify any or all parts of the Application in order to comply with ESG requirements. The Department reserves the right to monitor all Work to be performed by the Contractor and service providers in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.
- B. Contractor shall perform the Work, only in the areas as identified, and in accordance with the approved Application and as required by Federal ESG requirements at 24 CFR Section 576 and 25 CCR Section 8403. Contractor's selected homeless service providers shall provide services in the areas identified in the application/award recommendation package submitted to the Department. Services shall be provided by the Contractor and the Contractor's funded service providers for at least the term of the ESG grant. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit E. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.

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EXHIBIT A**3. Allocation of funds pursuant to State Regulations, Section 8402, Effective Date and Commencement of Work**

This Agreement is effective upon the date of the Department representative's signature on page one of the fully executed Standard Agreement, STD 213, (the "Effective Date"). In addition, no Program funds shall be incurred until any required environmental review process has been completed, as required under 24 CFR 58. Contractor agrees that the Work shall be completed by the expenditure date specified in Exhibit E, Provision Ex. A – E.2.

- A. Contractor must obligate all funds within 120 days from the date of the award notification letter for funding. "Obligate" means that the Contractor has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. In the case of an award made to a general-purpose local government, also known as an "Administrative Entity," that subcontracts with private nonprofit organizations via letters of awards and Service Provider Agreements, the service providers are subject to obligate the funds within one hundred and twenty (120) days from the date of the award notification letter received by the general-purpose local government.
- B. Contractor agrees to provide documentation satisfactory to the Department evidencing the obligation of ESG funds within 120 days from the date the Department made grant funds available to the Contractor. If the Contractor fails to provide such documentation, the Department may disencumber any portion of the amount authorized by this Agreement with a 14-day written notification.
- C. Contractor and its service providers agree that the Work shall be completed by the expenditure date specified in Exhibit A, Section 4 and that the Work will be provided for the full term of this Agreement.

4. Term of Agreement and Deadlines

- A. This Agreement will expire on the date described in Exhibit E, Provision Ex. A – E.2.
- B. All Program funds shall be expended by the date described in Exhibit E, Provision Ex. A-E.2.
- C. All Final Request for Funds (RFF) shall be submitted to the Department within 30

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days after the expenditure deadline.

- D. Reimbursements will not be made after this Agreement expires.
- E. The first funds request must be submitted within 120 days from the execution date of this Agreement. Contractors are encouraged to submit a request for funds monthly and must submit one quarterly. If this expenditure expectation is not met, the Department reserves the right to mandate a corrective action or remediation plan to ensure future timely expenditure of ESG funds. (24 CFR 576.203)
- F. HCD may establish minimum disbursement amounts or other related procedures necessary for the efficient administration of the ESG program.
- G. Expenditure Milestone Expectations
 - 1) Contractor must expend at least 50 percent of their award 6 months prior to the expenditure deadline referenced in Exhibit E.
 - 2) Should the Contractor not meet the expenditure milestone, The Department, in its sole and absolute discretion, reserves the right to recapture unexpended funds.
 - 3) Expenditure Milestone Expectations are described in Exhibit E, Provision Ex. A – E,3
- H. Deadlines for Obligating Funds
 - 1) Within 60 days from the date that HUD signs the grant agreement with the State (or grant amendment for reallocated funds), the recipient must obligate the entire grant, except the amount for its administrative costs. This requirement is met by a subgrant agreement with, or a letter of award requiring payment from the grant to, a Contractor.
 - 2) Within 120 days after the date that the State obligates its funds to a unit of general-purpose local government, the Contractor must obligate all of those funds by a subgrant agreement with, or a letter of award requiring payment to, a private nonprofit organization; a procurement contract; or

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the written designation of a department within the government of the Contractor to directly carry out an eligible activity.

I. Expenditures

- 1) The recipient must draw down and expend funds from each year's grant not less than once during each quarter of the recipient's program year. All of the recipient's grant must be expended for eligible activity costs within 24 months after the date HUD signs the grant agreement with the recipient. For the purposes of this paragraph, expenditure means either an actual cash disbursement for a direct charge for a good or service or an indirect cost or the accrual of a direct charge for a good or service or an indirect cost.

J. Payments to Contractors

- 1) The recipient must pay each Contractor for allowable costs within 30 days after receiving the Contractor's complete payment request. This requirement also applies to each Contractor that is a unit of general-purpose local government.

K. The Department may impose sanctions, as well as any other remedies available to it under law, on a Contractor for failure to abide by any State and federal laws and regulations applicable to the ESG program. As the Department deems appropriate or necessary, sanctions include, without limitation, any or all of the following:

- 1) Conditioning a future ESG grant on compliance with specific laws or regulations;
- 2) Directing a Contractor to stop incurring costs under the current grant;
- 3) Requiring that some or all of the grant amounts be remitted to the Department;
- 4) Reducing the amount of grant funds, a Contractor would otherwise be entitled to receive;

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- 5) Electing not to award future grant funds to a Contractor and prohibiting an Administrative Entity from awarding to a particular Contractor of the Administrative Entity until appropriate actions are taken to ensure compliance with ESG requirements; and/or;
- 6) Taking any other actions permitted pursuant to 24 CFR 576.501 and 25 CCR Section 8416.

5. Scope of Work Revisions and Amendments

- A. Contract Revisions: Adjustments to the Scope of Work that do not require an increase or reduction of activity scope, or a change in the type of beneficiaries assisted may be completed as a Contract Revision. Contract Revisions must be approved by the Department in writing prior to implementation. If approved, Contract Revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate. Contract Revisions shall include but not be limited to:
 - 1) Budget revisions which do not change the total award amount,
 - 2) Changes to the Authorized Representative supported by the Resolution of the Authorizing Board
 - 3) Proposals made by the Administrative Entity to change the funded provider or eligible activity consistent with 25 CCR 8403, if necessary, to meet the requirements of this Chapter or to expend its funding allocation. Any change must still comply with the requirements of 25 CCR 8408 and 25 CCR 8409,
 - 4) Line-item changes to the budget provided that the Contractor notifies the Department of the need for changes to update IDIS.
- B. Line-item changes representing more than 25 percent of the overall budget requires a contract amendment as referenced in 25 CCR 8408, 25 CCR 8409, and 25 CCR 8411.

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6. ESG Program Contract Management

A. Department Contract Manager: For purposes of this Contract the ESG Program Contract Manager for the Department is the Program Manager of the ESG Program in the Division of Federal Financial Assistance, or such person's designee. Written communication regarding this Contract shall be directed to the ESG Program Representative at the following address:

Department of Housing and Community Development
 Division of Financial Assistance, Federal Programs Branch
 Emergency Solutions Grants Program Representative
 2020 West El Camino Ave, Suite 200
 Sacramento, California 95822
 Email: ESGNOFA@hcd.ca.gov

B. Contract Management: Day-to-day administration of this Contract shall take place through the eCivis online grant management system, including, but not limited to:

- 1) Requests for Funds and Detailed Expense Forms;
- 2) Budget Revision Forms;
- 3) Annual Reports;
- 4) Submittal of any and all requested supporting documentation;
- 5) Standard Agreement Revisions (non-material contract changes);
- 6) Standard Agreement Amendments (material contract changes).

C. Contract Administrator: The Contract Administrator must be a contractor's employee as identified in Exhibit E Provision Ex. A – E.4, Profile. Any notice, report, or other communication required by this Contract shall be directed to the Contract Administrator at the contact information identified in Exhibit E Provision Ex. A – E.4, Profile. Written communication shall be directed to the Contract Administrator as identified in the Contractor Profile as referenced in Exhibit E Provision Ex. A – E.4.

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7. Capacity to Contract

Contractor has the capacity and authority to fulfill the obligations required of and nothing prohibits or restricts the right or ability of Contractor to carry out the terms hereof.

8. Authority to Execute

Each Party executing this Agreement represents that it is authorized to execute this Agreement. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on their own behalf, represents that they are authorized to execute this Agreement on behalf of said entity.

9. Contractor's Contract Coordinators

Contractor's Authorized Representative for the Contract is identified in Exhibit E. Unless otherwise informed, any notice, report or other communication required by this Contract will be mailed by first class mail to the address as shown in Exhibit E. Provision Ex. A – E.4

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BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget

Budget Detail: ESG funds shall be used for the activities as detailed in Exhibit E Provision Ex. A – E.1 of this Agreement, as described under federal ESG regulations at 24 CFR Part 576, Subpart B – Program Components and Eligible Activities and Title XII, Homeless Assistance Section.

2. Availability of Funds

The Department’s provision of funding to Contractor pursuant to this Agreement is contingent on the continued availability of ESG funds and continued federal authorization for ESG activities, as well as the conditions set forth in Exhibit D, Section 3. The Department’s provision of funding is subject to amendment or termination due to lack of funds or proper authorization. This Agreement is subject to written modification or termination, as necessary, by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

3. Method of Payment

Payments to Contractor shall be made on a reimbursement basis with the exception that a Contractor may request an operating advance of \$5,000.00-, or 30-days working capital, whichever is greater. A request for an operating advance must be received by the Department within 60 days of the Effective Date of this Agreement. To receive payment for the Work performed, or to receive an operating advance, the Contractor must submit, on forms provided by the Department, a duly executed ESG Request for Funds (RFF). The Contractor shall submit all RFFs to the Department, as referenced in Exhibit A, Section 6 via the online eCivis Grants Network portal. Each Request for Funds (RFF) must also be accompanied by a completed Detailed Expense Report (DER) as provided by the Department. The Department shall not authorize payments unless it determines that the Work has been performed in compliance with the terms of this Agreement. Contractor shall not receive an operating advance or be reimbursed for expenditures incurred prior to the Effective Date of this Agreement, unless otherwise approved by the Department pursuant to Exhibit D, Section 3 Reimbursements will not be made after this Contract expires.

All Requests for Funds shall include expenditure detail. Pursuant to 24 CFR 576.201, all Requests for Funds are required to show match documentation which includes match

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source and amount. Contractor also certifies that detailed supporting documentation verifying each expenditure is available and shall be retained by the Contractor for five (5) years after the Department closes its HUD grant.

NOTE: Record retention is based on *the Department's HUD closing date; NOT five (5) years from this Agreement expiration.* The retention requirement can extend beyond five (5) years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement.

Contractor shall not be reimbursed for expenditures incurred after the expiration date of this Agreement, as set forth in Exhibit E, Provision Ex. A - E.2.

4. Budget Changes

After the Effective Date of this Agreement, no changes shall be made to the program budget, funded homeless service providers, or eligible activities without prior written approval from the Department. Any changes to this Agreement must be made in writing and approved by both the Department and the Contractor. The proposed change/s must be consistent with 24 CFR 576.500(y).

Contractor agrees to notify the Department in writing of any line item changes to the budget needed for the Department to update the federal Integrated Disbursement and Information System (IDIS). For line-item changes representing more than 25 percent of the overall project budget, a contract amendment is required (25 CCR 8411).

5. Ineligible Costs

- A. ESG funds shall not be used for costs associated with activities in violation of any law or for any activities considered ineligible per 24 CFR 576. The Department reserves the right to request additional information and clarification to determine the reasonableness, necessity, and eligibility of all costs to be paid with ESG funds made available by this Agreement. If Contractor or its funded service providers use ESG funds for the costs of ineligible activities, Contractor shall be required to reimburse these funds to the Department immediately. Further, Contractor shall be prohibited from applying to the Department for subsequent ESG funds until the Department is fully reimbursed.
- B. An expenditure which is not authorized by this Contract, or which cannot be adequately documented, must be immediately repaid to the Department or its designee, by the Contractor. Expenditures for work, not described in Exhibit A,

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Section 1, shall be deemed authorized only if the performance of such work is approved in writing by the Department prior to the commencement of such work.

- C. The Department, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures.
- D. Pursuant to State ESG Regulations 25 CCR 8408(d), funds shall not be used for Renovation, Conversion, Major Rehabilitation activities as defined in 24 CFR 576.2, and 576.102. Minor repairs to an ESG-funded Emergency shelter that do not qualify as Renovation, Conversion or Major Rehabilitation are an eligible use of State ESG funds.

6. Indirect Costs

Contractors and/or service providers will allow their providers to seek reimbursement for indirect costs. The applicant must:

- A. Comply with all OMB requirements and standards including 2 CFR 200.403, 200.415, and Part 200 Appendix IV.
- B. Certify that any providers seeking reimbursement for indirect costs at the de minimis rate of 10%, do not meet the definition of a major nonprofit organization as defined by OMB 2 CFR 200.414.
- C. Maintain records including evidence of the Modified Total Direct Cost (MTDC), per 2 CFR 200.68 calculations, indirect cost limits, and supporting documentation for actual direct cost billing.
- D. Pursuant to 2 CFR 200.331(a)(4), the Indirect Cost Rate for the Subrecipient shall be an approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal government, or, if no such rate exists, the De Minimis indirect cost rate as defined in 2 CFR 200.414(b) Indirect (F&A) costs. Indirect costs may be allocated to each eligible activity under 24 CFR 576.101 through Section 576.108, so long as that allocation is consistent with 2 CFR Part 200, Subpart E. Subrecipient shall maintain records including evidence of the Modified Total Direct Cost (MTDC), per 2 CFR 200.68 calculations, indirect cost limits, and supporting documentation for actual direct cost billing.

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EXHIBIT B**7. Duplication of Benefits**

Pursuant to both Federal and State law all ESG costs must be: (1) necessary (2) reasonable (3) if applicable, there can be no duplication of benefit (4) ESG funds cannot be used to supplant local or state resources, and (5) Applicant must guard against fraud (see section 35 in Exhibit D) and ineligible uses of ESG funds and (See 24 CFR 576.1; Housing (HEARTH) Act of 2009 SEC. 402 (f)(3)(A), 24 CFR 576.107(3)(a), 24 CFR 576.400(f) .

8. Compatibility of Program Funds

It is the duty and responsibility of each Applicant to review the provisions, requirements, and limitations of all funding sources applied for and obtained for a particular project, program, or activity in order to ensure that each and every requirement of those funding sources is compatible with all HCD program requirements and restrictions. Incompatibility of funding sources will result in the denial or cancellation of an award or may result in the placement of conditions or limitations on an award, all as determined by HCD in its sole and absolute discretion.

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ESG PROGRAM TERMS AND CONDITIONS

1. Federal Grant Identification

HUD Grant No: E-22-DC-06-0001

CFDA Number: 14,231

Date HUD Grant Agreement Signed: November 8, 2022

2. Definitions

A. In addition to the definitions found in 42 USC section 11371 (section 411) and 24 CFR section 576.3, the following definitions shall apply to this subchapter:

- 1) "Action Plan" means the annual plan required by HUD pursuant to 24 CFR Part 91 governing the distribution and use of ESG funds allocated by HUD to states and local governments.
- 2) "Administrative activities" is defined at 24 CFR 576.108.
- 3) "Administrative Entity" means a Unit of general-purpose local government approved by the Department pursuant to 25 CCR 8403 to administer State ESG funds.
- 4) "Application" means Contractor's ESG application submitted in response to the ESG NOFA.
- 5) "At Risk of Homelessness" as defined in 24 CFR 576.2.
- 6) "City" is defined at 42 USC section 5302(a)(5).
- 7) "Continuum of Care" is defined under 24 CFR 576.2, means the group composed of representatives of relevant organizations, which generally includes nonprofit homeless providers; victim Service Providers; faith-based organizations; governments; businesses; advocates; public housing agencies; school districts; social Service Providers; mental health agencies; hospitals; universities; affordable housing developers; law enforcement; organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of outreach,

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- engagement, and assessment; emergency shelter; rapid re-housing; transitional housing; permanent housing; and prevention strategies to address the various needs of homeless persons and persons at risk of homelessness for a specific geographic area.
- 8) "Continuum of Care Service Area" means the entire geographic area within the boundaries of an Eligible Continuum of Care.
 - 9) "Contract" see "Standard Agreement" defined below.
 - 10) "Contractor" means a state law contractor entity that enters into a Standard Agreement (STD 213) with the Department for ESG funds, per (State Contracting Manual, Glossary; 25 CCR 8401), and becomes a federally defined subrecipient under 24 CFR 576.2 Definitions, see 2 CFR 200.1, but not a federally defined contractor under 2 CFR 200.331. Subrecipient is often used synonymously with contractor.
 - 11) "Coordinated Entry" means the system of program access, needs assessment and prioritization developed by a Continuum of Care pursuant to 24 CFR 576.400 (d), and associated HUD requirements and guidance. This term is also known as "Coordinated Entry System", "Coordinated Assessment" or "Centralized Assessment".
 - 12) "Core Practices" means the practices and protocols of delivering ESG Eligible activities as specified in 24 CFR 576.
 - 13) "Department" means the California Department of Housing and Community Development.
 - 14) "ESG" is the acronym for the Emergency Solutions Grants program.
 - 15) "Eligible Activities" mean those activities upon which ESG funds may be expended as defined under 24 CFR 576, Subpart B. Additionally, Eligible Activities may include or be limited by the State ESG Regulations, as applicable.
 - 16) "Eligible Continuum of Care" means a Continuum of Care in the State that has within its Service Area at least one Non-Entitlement Area.
 - 17) "Eligible Organization" means a Private Nonprofit Organization or a Unit of General-Purpose Local Government that provides, or contracts with Private Nonprofit Organizations to provide Eligible Activities.

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- 18) "Emergency Shelter" is any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leases or occupancy agreements. Any project funded as an emergency shelter under a Fiscal Year 2010 Emergency Solutions grant may continue to be funded under ESG, 24 CFR 576.2.
- 19) "ESG Entitlement" means a Unit of General-Purpose Local Government that meets one of the following:
- a) is a Metropolitan City or Urban County as defined under 42 U.S.C. 5302 that receives an allocation of ESG funds directly from HUD;
 - b) is in a Non-Entitlement Area that has entered into an agreement with an Urban County to participate in that locality's ESG program, or
 - c) is a Metropolitan City or Urban County that have entered into a joint agreement with one another to receive and administer a combined direct allocation of ESG funds from HUD.
- 20) "ESG Entitlement Area" or "Entitlement Area" means the geography within an ESG Entitlement's boundaries.
- 21) "ESG Non-Entitlement" means a Unit of General-Purpose Local Government that does not receive ESG funding directly from HUD and is not participating as an ESG Entitlement Area.
- 22) "ESG Non-entitlement Area" means the geography within an ESG Non-Entitlement's boundaries.
- 23) "Governing Board" means Board of Supervisors for a County applicant and means City Council for a city applicant.
- 24) "HMIS" means Homeless Management Information System as defined under 24 CFR 576.2. Use of the term "HMIS" within these regulations shall also include use of a comparable database, as permitted by HUD under 24 CFR Part 576.
- 25) "Homeless" is defined at 24 CFR 576.2.

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- 26) "Homelessness Prevention Activities" means activities or programs described in 24 CFR 576.103.
- 27) "HUD" means the United States Department of Housing and Urban Development.
- 28) "NOFA" is the acronym for a "Notice of Funding Availability."
- 29) "Non-entitlement Area" is defined means an area which is not a metropolitan city or part of an urban county and does not include Indian tribes. 42 USC 5302(7).
- 30) "Operations" means the category of ESG activities that includes shelter maintenance, operation, rent, repairs, security, fuel, equipment, insurance, utilities, food, and furnishings.
- 31) "Private Nonprofit Organization" is defined at 24 CFR 576.2.
- 32) "Program" shall mean the Emergency Solutions Grants Program ("ESG").
- 33) "Rapid Re-Housing" means the activities to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. (24 CFR 576.104).
- 34) "Service Area" has the same meaning as the term "Continuum of Care Service Area".
- 35) "Service Providers" refer to "continuum of care" definition above.
- 36) "Site" means one or more facilities where the program(s) is being carried out.
- 37) "Site Control" means the legal right to occupy and use the Site, as evidenced by such things as:
- a) a deed demonstrating ownership in fee title;
 - b) a lease demonstrating a leasehold interest in the Site and its improvements for at least the term of the ESG grant,

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- c) an enforceable option to purchase or lease a site provided that such option will be for at least the term of the ESG grant or
 - d) for rotating shelter programs, Site Control may include other evidence provided by the applicant granting permission to use the site(s). Such evidence must be approved by the Department in writing prior to the deadline for submission of the ESG applications stated in the applicable NOFA.
- 38) "Standard Agreement" means the contract entered into by the Department and the ESG Administrative Entity (also known as Contractor) setting forth the basic terms and conditions governing the awards of ESG funds.
- 39) "Subrecipient" means an entity that enters into a Standard Agreement with the Department for general-purpose local government or private nonprofit organization to which a recipient makes available ESG funds. (25 CCR 8401). (24 CFR 576.2) Throughout this Standard Agreement is referred to as Contractor.
- 40) "Subcontractor" means an entity that is performing work as shown under 24 CFR 576.100(A) as described in Exhibit A, Section 2 ESG funds for a Contractor or Service Provider.
- 41) "Unit of General-Purpose Local Government" refer to 19 above. 24 CFR 576.2.
- 42) "Written Standards" means the standards, policies, and procedures adopted by an Administrative Entity for providing ESG Eligible Activities pursuant to the requirements of 24 CFR 576.400 (e).

Note: Authority cited: Section 50406(n), Health and Safety Code, Reference: 42 USC 5302, 42 USC 11302, 42 USC 11371, 42 USC 11373, 24 CFR 576.3, 24 CFR 576.400, and CFR 576.2.

3. Eligible Activities

ESG funds awarded to the Contractor shall be used for the Eligible Activities set forth in Exhibits B and D, as permitted under the federal ESG regulations at 24 CFR Part 576. The following additional provisions or requirements shall apply:

- A. For Rapid Re-Housing (RR) and Homelessness Prevention (HP) activities, no

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subpopulation targeting will be permitted, except if documentation of all of the following is provided to the Department prior to the award of funds for these activities and is approved by the Department:

- 1) Evidence that there is an unmet need for these activities for the subpopulation proposed for targeting.
 - 2) Evidence that there is existing funding in the Continuum of Care Service Area for programs that address the needs of the excluded populations for these activities.
- B. Pursuant to 2 CFR 200,414(f) OMB requirements, Contractor may permit homeless service providers receiving ESG funds to charge an indirect cost allocation to their grant. The indirect cost allocation may not exceed ten percent (de-minimis) of the allowable direct costs under the ESG activity unless a higher limit for the indirect cost allocation has been approved by the applicable Federal agency pursuant to OMB requirements. Indirect Costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or activity.
- C. Contractor shall receive a portion of its ESG grant allocation for the payment of administrative costs. The amounts available for administrative activities will be announced in the Annual Action Plan and NOFA.
- D. Rental assistance payments provided as part of an RR or HP activity under 24 CFR Part 576.106 cannot exceed HUD's Fair Market Rent (FMR) as provided under 24 CFR Part 888 and must comply with HUD's standard for rent reasonableness as established under 24 CFR Part 982.507. Contact your HCD representative in the Federal Programs Branch for further assistance.
- E. All provisions of 24 CFR 576 and CCR Title 25, Division 1, Chapter 7 shall apply including, but not limited to the following:
- 1) The maximum allocation spending cap on Emergency Shelter and street outreach activities of 60 percent of the aggregate amount of assistance provided for the contractor established pursuant to 24 CFR 576.100(b).
 - 2) None of the ESG funds provided may be used to require people experiencing homelessness to receive treatment or perform any other prerequisite activities as a condition for receiving shelter.

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- 3) A maximum of 10 percent of the funds provided under this Agreement may be used for Homeless Management Information System (HMIS) activities as set forth in the Annual Action Plan.
- 4) ESG funds shall not be used for Renovation, Conversion, or Major Rehabilitation activities pursuant to 24 CFR 576.102. Minor repairs to an ESG funded Emergency Shelter that do not qualify as Renovation, Conversion, or Major Rehabilitation are an eligible use of ESG funds (25 CCR 8408(d)).
- 5) No less than 40 percent of the total funds available to the Contractor must be awarded to Rapid Re-Housing.
- 6) Administrative Entities partnering with a neighboring Continuum of Care from the Balance of State Allocation must award one hundred percent (100%) of both Service Area formula allocations to Rapid Re-Housing.
- 7) For Rapid Re-Housing and Homelessness prevention activities, no subpopulation targeting will be permitted except if documentation of all of the following is provided to the Department prior to the award of funds for these activities:
 - a) that there is an unmet need for these activities for the subpopulation proposed for targeting, and
 - b) that there is existing funding in the Continuum of Care Service Area for programs that address the needs of the excluded populations for these activities.

4. State Contracting Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03))

All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a 30-day cancellation clause and the following provisions:

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid Program and fiscal delays that would occur if the Agreement were executed after that determination was made.

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- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reduction in funds.
- D. The Department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

5. Sufficiency of Funds and Termination

- A. The Department may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Contractor. Cause shall consist of violations of any terms and/or special conditions of this Agreement; the Federal Statutes; the Federal Regulations; the State Regulations; withdrawal of the Department's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Contractor shall be returned to the Department within 30 days of the Notice of Termination.
- B. This Agreement may have been written before determining the availability of congressional appropriation of funds. It is mutually understood between the parties that this Agreement is written for the mutual benefit of both parties to avoid program and fiscal delays.
- C. This Agreement is valid and enforceable only if sufficient funds are made available to the Department by the United States Government for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statute, regulations or any other laws, whether federal or of the State of California, or of any agency, department, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.
- D. It is mutually agreed that if Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reductions in funds.
- E. The Department has the option to terminate this Agreement under the 30-day

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cancellation clause or to amend this Agreement to reflect any reduction of funds.

- F. Contractor shall administer termination of assistance in accordance with 24 CFR 576.402.

6. Transfers

Contractor may not transfer by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of the Department and a formal amendment to this Agreement to affect such subcontract or novation.

7. Contractors and Service Providers

- A. Contractor, or its Service Providers, shall not enter into any Agreement, written or oral, with any subcontractor without the prior written determination by the Department of the Contractor's eligibility. A Contractor or Service Provider is not eligible to receive grant funds if the subcontractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.
- B. Any party to a third-party agreement between the Contractor Subrecipient or Service Provider, and any contractor or subcontractor hired by the Subrecipient, or Service Provider shall require the contractor or subcontractor, if any, to do the following:
 - 1) Perform the Work in accordance with Federal, State and local housing, and building codes, as applicable.
 - 2) Comply with the labor standards described in this Exhibit, Section 21, as applicable. In addition to the requirements of this Exhibit, all contractors and subcontractors must comply with the provisions of the California Labor Code, as applicable.
 - 3) Comply with the applicable Equal Opportunity Requirements, described in this Exhibit, Section 15.
 - 4) Maintain at least the minimum State-required worker's compensation insurance for those employees who will perform the Work or any part of it.

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- 5) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount to be determined by the Department, which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor or any subcontractor in performing the Work or any part of it. Such insurance shall be endorsed to include a waiver of subrogation rights against the Department its officers, officials, employees, volunteers, agents, and representatives. Such policies shall be written by California licensed insurers with Best ratings of not less than A: VII in the most recent edition of Best Rating Guide.
 - 6) Contractor agrees to include all the terms of this Contract in each subcontract and the Department shall have no liability for Subrecipient's failure to comply with this obligation.
- C. The Department reserves the right of pre-award review and approval of all proposed contracts and related procurement documents, such as requests for proposals and invitations for bids, where the subcontract amount exceeds \$25,000.00.
- 8. Core Practices**
- A. All ESG funded activities shall operate in a manner consistent with ESG requirements and perform all services in a competent, professional, and first-class manner and to the satisfaction of the Department.
 - B. All Service Providers receiving ESG funds shall take actions to create an effective, welcoming, and affirming environment for all program participants and employees, including, but not limited to, persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions.
 - C. The Contractor will establish and implement to the maximum extent practicable and where appropriate, protocols, policies, and procedures for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.
 - D. The Contractor will develop and implement procedures to ensure the confidentiality and protection of all records containing personally identifying

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information of any individual or family who applies for and/or receives ESG assistance. Furthermore, the records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, must be protected against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of the shelter.

- E. If ESG funds are used for shelter operations or essential services related to street outreach or emergency shelter, the Contractor will ensure the Service Provider(s) will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long as the Contractor serves the same type of persons (e.g., families with children, unaccompanied youth, veterans, disabled individuals or victims of domestic violence) or persons in the same geographic area.
- F. The Contractor will ensure the Service Providers will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, counseling, supervision, and other services essential for achieving independent living) and other federal, state, local, and private assistance available for such individuals.
- G. If required, the Contractor 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 USC 4601 et seq., as amended and implementing regulations, and HUD Handbook 1378. Subrecipient shall indemnify, defend, and hold the Department harmless from and against any claims, liabilities, damages, or losses made against it by tenants or occupants of the Site, 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.
- H. To the maximum extent practicable the Contractor and its Service Providers, will involve homeless individuals and families, through employment, volunteer services, or otherwise, in constructing, renovating, maintaining and operating facilities assisted under ESG and in providing services for occupants of facilities assisted by ESG.

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EXHIBIT D**9. Shelter and Housing Standards**

Emergency shelters must also meet the minimum safety, sanitation, and privacy standards at 24 CFR 576.403 (b), including but not limited to, accessibility standards in accordance with Section 504 of the Rehabilitation Act (29 USC 794) and implementing regulations at 24 CFR part 8, the Fair Housing Act (42 USC 3601 et seq.) and implementing regulations at 24 CFR part 100, Title II of the Americans with Disabilities Act (42 USC 12131 et seq.), and 28 CFR part 35, where applicable.

If Rapid Re-Housing or Homeless Prevention assistance is provided, the assisted housing must meet the minimum habitability standards at 24 CFR 576.403 (c).

10. Inspections

- A. Contractor shall inspect any Work performed hereunder to ensure that the Work is being and has been performed in accordance with the applicable Federal, State and/or local requirements and this Agreement.
- B. The Department reserves the right to inspect any Work performed hereunder to ensure that the Work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
- C. Contractor agrees to require that all non-conforming Work be corrected and to withhold payments to the subrecipient or subcontractor until such Work is corrected.

11. Monitoring Grant Activities

- A. Contractor shall monitor the activities selected and awarded by them to ensure compliance with all ESG requirements. An onsite or desk monitoring of homeless Service Providers shall occur whenever determined necessary by the Contractor but at least once during the grant period.
- B. The Department will monitor the performance of the Contractor based on a risk assessment and according to the terms of this Agreement. The Department may also monitor any Service Providers of the Contractor as the Department deems appropriate based on a risk assessment.
- C. The Department will monitor the performance of Contractor and funded projects based on the performance measures used by HUD in ESG or the (CoC)

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program. In the event that project-level or system-wide performance consistently remains in the lowest quartile compared to all participating Service Areas in the (CoC) allocation, the Department will work collaboratively with the Contractor to develop performance improvement plans which will be incorporated into this Standard Agreement.

- D. If it is determined that a Contractor or any of its Service Providers falsified any certification, application information, financial, or contract report, the Contractor shall be required to immediately reimburse the full amount of the ESG award to the Department and may be prohibited from any further participation in the ESG program. The Department may also impose any other actions permitted under 24 CFR 576.501(c).
- E. As requested by the Department, the Contractor shall submit to the Department all ESG monitoring documentation necessary to ensure that Contractor and its Service Providers are in continued compliance with all ESG requirements. Such documentation requirements and the submission deadline(s) shall be provided by the Department when the information is requested from the Contractor.
- F. Contractor and its Service Providers shall cooperate with the Department and shall make available to the Department all information, documents, and records reasonably requested. Copies of these items will also be made available to the Department upon their request. Subrecipient Contractor shall provide the Department the reasonable right of access to the Site during normal business hours for the purpose of assuring compliance with this Agreement and evaluating the Subrecipient's Contractor's performance.

12. Compliance with Federal and State Laws and Regulations

- A. The Contractor and its Service Providers shall comply with the policies, guidelines and requirements under 2 CFR, Part 200, as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds under this 2 CFR, Part 200.
- B. The Contractor agrees to comply with all federal and state laws and regulations applicable to the ESG Program and to the grant activity(ies), and with any other federal provisions as set forth in this Agreement. The Contractor agrees to comply with all federal and State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all others matters applicable to the Contractor its Service

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Providers or subcontractor and the Work, This includes, but is not limited to, complying with all relevant sections of 2 CFR Part 200.

- C. Contractor shall indemnify, protect, defend, and hold harmless the Department from and against any and all loss, liability, damage, claim, cost, and/or expense (including reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) that result or arises in any way from the noncompliance by Contractor or Service Provider personnel of any applicable local, state, and/or federal law or requirement.

13. Procurement of Goods and Services

Prior to the drawdown of ESG funds for the Contractor's purchase of goods or services, Subrecipient, shall comply with the Procurement Standards contained in 2 CFR 200.317-.326. Contractor when procuring goods with ESG funds, must provide the Department with evidence of compliance with these requirements, as applicable.

14. Procurement of Recovered Materials

Contractor and its Service Providers must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceed \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. Equal Opportunity Requirements and Responsibilities

- A. **Title VI of the Civil Rights Act of 1964, as amended, including 24 CFR Part 1:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance. In regard to the sale or lease of a Site, Contractor 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 State of California and the United States are beneficiaries of and entitled to enforce such

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covenants. Contractor shall enforce such covenant and shall not itself so discriminate.

- B. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act)**: This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.
- C. **Civil Rights Restoration Act of 1987**: This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
- D. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]**: This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
- E. **The Fair Housing Amendment Act of 1988**: This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
- F. **Affirmatively Furthering Fair Housing (AFFH)**: The Fair Housing Act in 1968 prohibits discrimination in the sale, rental, and financing of housing based on race, religion, and national origin. Over time the law expanded its protections to include discrimination based on sex, disability, and familial status. The law also introduced the need to go beyond just prohibiting discrimination to instead creating real housing choice by affirmatively furthering fair housing. In 2018 California adopted AB 686 which expands upon the fair housing requirements and protections outlined in the Fair Employment and Housing Act (FEHA). The duty to affirmatively further fair housing extends to all of a program participant's activities and programs relating to housing and urban development. AB 686 creates new requirements that apply to all housing elements due for revision on

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or after January 1, 2021, Affirmatively Furthering Fair Housing requires taking meaningful actions to combat discrimination, overcome patterns of segregation, and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Jurisdictions must take meaningful actions that when taken together, address significant disparities in housing needs and access to opportunity. Such actions may include, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially or ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. (24 CFR parts 91, 92, 570, 574, 576, and 903)(24 CFR 5.151-24 CFR 5.152)

- 1) For ESG, AFFH requires collecting demographic data for the homeless population and analyzing it to develop more equitable ways to serve the homeless population. Please refer to the 2022 ESG CoC NOFA for additional guidance regarding this process.
- G. **Advancing Racial Equity:** Pursuant to direction from HUD, as provided at the links below, Contractors should prioritize the advancement of racial equity at all levels of the homeless response system. The Department asks Contractors to be leaders in their homeless response systems, facilitating partnerships among service organizations and promoting racial equity practices. Contractors must respond to disproportionality in access to services, service provision, and outcomes. Contractors cannot simply rely on delivering a standardization of services to address equity. Contractors have the responsibility to examine their data to ensure all eligible persons receive equitable services, support, and are served with dignity, respect, and compassion regardless of circumstances, ability, or identity.

The Department recommends that Contractors refer to and utilize the Racial Equity Tools available on the HUD Exchange to inform efforts to advance racial equity within the homeless response system. The tools are currently available at the following link:

<https://www.hudexchange.info/news/new-coc-racial-equity-analysis-tool/>

The Department also encourages Contractors to refer to the Increasing Equity in the Homeless Response System through Expanding Procurement Tool from the HUD Exchange to help guide practices in this area at the following current link:

[Advancing Racial Equity and Fair Housing Learning Brief - HUD Exchange](#)

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- H. **The Housing for Older Persons Act of 1995 (HOPA)**: Retained the requirement that the housing facilities must have one person who is 55 years of age or older living in at least 80 percent of its occupied units. The act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons 55 or older.
- I. **The Age Discrimination Act of 1975, as amended, including 24 CFR Part 146**: This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.
- J. **Section 504 of the Rehabilitation Act of 1973, as amended**: It is unlawful to discriminate based on disability or handicap in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of their disability or handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multifamily dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991. Subrecipient must ensure that its programs are accessible to and usable by persons with disabilities in accordance with the implementing regulations at 24 CFR Part 8.
- K. **The Americans with Disabilities Act of 1990 (ADA), as amended**: This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment by state and local governments and in places of public accommodations and commercial facilities. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment. 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 must be made to assure equality of opportunity, full participation, independent living, and economic self-sufficiency for persons with disabilities.

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- L. **Executive Order 11063, as amended, including 24 CFR 107:** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government. 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.
- M. **Executive Order 11259:** This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
- N. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.
- O. **The Immigration Reform and Control Act (IRCA) of 1986:** Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (19).
- P. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.
- Q. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment

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opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.

- R. **Executive Order 11246, as amended:** This executive order applies to all Grantees, Subrecipients, their contractors, and subcontractors. It provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin.
- S. **24 CFR Part 5, Subpart A:** The requirements at 24 CFR Part 5 are applicable including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a) and the housing counseling requirements at 24 CFR 5.111.

16. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3)

Section 3 Compliance 24 CFR Part 75

The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

Section 3 projects: Section 3 projects mean housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 USC 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 USC 4801 *et seq.*); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851 *et seq.*). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

Definitions:

Contractor means any entity entering into a contract with:

- (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or

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(2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in § 75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 1701u).

Section 3 business concern means:

- (1) A business concern meeting at least one of the following criteria, documented within the last six-month period:
 - (i) It is at least 51 percent owned and controlled by low- or very low-income persons;
 - (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
 - (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

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- (2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
- (3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 project means a project defined in § 75.3(a)(2).

Section 3 worker means:

- (1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
 - (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
 - (ii) The worker is employed by a Section 3 business concern.
 - (iii) The worker is a Youth Build participant.
- (2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.
- (3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker, Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

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Targeted Section 3 worker has the meanings provided in Section 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 USC 3226).

Requirements

(A) Employment and training.

- (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
- (2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:
 - (i) Section 3 workers residing within the service area or the neighborhood of the project, and
 - (ii) Participants in YouthBuild programs.

(B) Contracting.

- (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
- (2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:
 - (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
 - (ii) YouthBuild programs.

Reporting

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EXHIBIT D*(A) Reporting of labor hours.*

- (1) For Section 3 projects, recipients must report in a manner prescribed by HUD:
 - (i) The total number of labor hours worked;
 - (ii) The total number of labor hours worked by Section 3 workers; and
 - (iii) The total number of labor hours worked by Targeted Section 3 workers.
- (2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to § 75.31.
- (3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.
- (4) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.
- (5) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance-based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(B) Additional reporting if Section 3 benchmarks are not met.

If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in § 75.23, the recipient must report in a form

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prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

If the benchmarks are not met for Section 3 compliance, the Contractor must document their efforts to attract and employ workers that meet section 3 eligibility requirements. Below is a sample list of some of the actions a contractor could take to demonstrate their attempts. Documentation is required so support the actions.

- (1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- (2) Provided training or apprenticeship opportunities.
- (3) Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- (4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- (5) Held one or more job fairs.
- (6) Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- (7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- (8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- (9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- (10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- (11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- (12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- (13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

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- (14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

17. Affirmative Outreach

- A. Contractor or its Service Providers must make known that the use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures the Contractor or its service providers intend to use to make known the availability of its facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability, who may qualify for those facilities and services, the Subrecipient or its service providers must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services.

- B. Contractors and Service Providers must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, Subrecipients and Service Providers are also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.

- C. Equal Access for Disabilities:
 - 1) Contractors must provide a language access plan that makes appropriate accommodations for LEP interpretive services and services that support the visually impaired as required by Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794 (contractors receiving federal financial assistance), in conjunction with section 508 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794d (created the U.S. Access Board to regulate websites, electronic information and communication technology (EICT) accessibility); Section 255, of the Communications Act of 1934, as amended; 24 CFR Part 8, including sections 8.3 and 8.4; and 36 CFR Part 1194, 36 CFR §§ 1194.1, 1194.2, and Appendices B and C to Part 1194 (accessibility standards for disabled to communication technology); see U.S. Access Board website;

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- 2) Achieving Compliance: The California State Dept. of Rehabilitation maintains an Assistive Technology website with resources for services to achieve compliance with recognized standards for non-discriminatory accessibility.

18. Environmental Requirements

- A. By execution of this Agreement, the Contractor agrees to assume responsibility for environmental review, decision-making, and action under 24 CFR Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities" and shall comply with the environmental requirements of 24 CFR Part 58 including §58.4 "Assumption Authority." The obligation of funds and incurring of costs is hereby conditioned upon compliance with 24 CFR Part 58, and completion by HCD of all applicable review and approval requirements.
- B. The Contractor, its Service Providers, and any Subcontractors of the Contractor or service provider, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project, or commit or expend ESG or local funds for eligible activities under this part, until the Contractor has performed an environmental review under 24 CFR Part 58 and the Contractor has received HCD approval if required by the level of environmental review.
- C. In accordance with 24 CFR 58.22, "Limitations on activities pending clearance" neither a Contractor nor any Service Provider 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 CFR Section 58.1(b) on an activity or project until the environmental review process is complete and if required, HCD has approved the Contractor's HUD Form 7015.5 "Request for Release of Funds and Certification" (RROF) and issued HUD Form 7015.16, "Authority to Use Grant Funds". Neither a Contractor nor any Service Provider 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, HCD shall notify Contractor. HUD funds shall not be utilized before this requirement is satisfied. Violation of 24 CFR Part 58 may result in disapproval, modification, or cancellation of the ESG Grant.
- D. If a project or activity is exempt under 24 CFR § 58.34, "Exempt activities" or is categorically excluded (except in extraordinary circumstances) under 24 CFR § 58.35(b) "Categorical exclusions not subject to §58.5", no RROF is required,

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and the recipient may undertake the activity immediately after the Contractor has provided documentation to HCD of its determination that each activity or project is exempt or categorically excluded. The Contractor remains responsible for carrying out any applicable requirements under §58.6, "Other Requirements" and must provide documentation to HCD at the time of grant monitoring of its compliance with this section of 24 CFR Part 58.

- E. By execution of this Agreement, the Contractor is also subject to the provisions of the California Environmental Quality Act (CEQA). Contractor assumes responsibility to fully comply with CEQA's requirements regarding the Work.

19. Clean Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 5050, as amended from time to time.

20. Lead-Based Paint Hazards

The assistance provided under this Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821 – 4845), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851 - 4856). Activities performed with the assistance provided under this Agreement are subject to 24 CFR, Part 35.

21. Labor Standards

- A. Pursuant to 24 USC 576.107 (e,) Davis-Bacon Act does not apply to the ESG program.
- B. Federal Regulations see The Fair Labor Standards Act (FLSA) 29 USC §§ 201-219

22. Matching Funds

The matching requirements of 24 CFR 576.201 shall apply to this activity. The Department requires the Subrecipient to provide a 1:1 match for all ESG expenditures. The eligible forms of matching contributions are defined at 24 CFR 576.201(d). Program

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income may be used as matching contributions, subject to the requirements at 24 CFR 576.201.

23. Assurance of Compliance with the “Violence Against Women Reauthorization Act of 2022” (VAWA) (S.3623 - 117th Congress (2021-2022) (as amended or reauthorized) Title VI - Safe Homes for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking – Sec. 601-603, See also 81 FR 80803, Nov16, 2016.

VAWA provides housing protections for survivors of domestic and dating violence, sexual assault, and stalking when it comes to finding and keeping a home, they can feel safe in. VAWA applies for all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, and which must be applied consistently with all nondiscrimination and fair housing requirements. VAWA now expands housing protections to HUD programs beyond HUD’s public housing program and HUD’s tenant-based and project-based Section 8 programs. VAWA now provides enhanced protections and options for victims of domestic violence, dating violence, sexual assault, and stalking. During the performance of this Agreement, the HOME Recipient shall ensure that all requirements of VAWA are complied with, including but not limited to:

- A. Domestic Violence survivors are not denied assistance as an applicant, or evicted or have assistance terminated as a tenant, because the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, and stalking.
- B. It will implement an ‘emergency transfer plan’, which allows for domestic violence survivors to move to another safe and available unit if they fear for their life and safety.
- C. It will provide “Protections against denials, terminations, and evictions that directly result from being a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.”
- D. It will implement a ‘Low-barrier certification process’ where a domestic violence survivor need only to self-certify in order to document the domestic violence, dating violence, sexual assault, or stalking, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections needed to keep themselves safe.

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EXHIBIT D**24. Liability Insurance**

Unless otherwise approved in writing, Contractor shall have and maintain in full force and effect during the term(s) of this Agreement liability insurance in an amount of not less than \$1,000,000.00 per occurrence with the Department named as an additional insured. Prior to drawdown of funds, Contractor shall provide a valid certificate of insurance to the Department's Program Representative for review and approval.

25. Reporting and Recordkeeping

- A. Contractor shall keep and maintain records providing a full description of the activity(ies) undertaken. These include but are not limited to the following:
- 1) Records demonstrating that the activity(ies) meet the Emergency Solutions Grant program's national objective for which the ESG Grant is being provided;
 - 2) Records demonstrating the eligibility of the activities constituting the eligible program expenses;
 - 3) Records demonstrating compliance with this Agreement and the ESG Requirements;
 - 4) Data demonstrating client eligibility for services provided including the name, income level, family size of each client and other information for determining eligibility.
- B. A record of the services provided to each client, and such other records as may be reasonably required by the Department to allow the Department to evaluate the Contractor's operation of the program and compliance with the ESG Program and this Agreement.
- C. Records that allow the Department to comply with the Department's record keeping and reporting under the ESG Requirements. Contractor shall provide records that identify and account for the use of the ESG Grant proceeds and expenditures of all eligible program costs pertaining to this Agreement. Including without limitation, the records specified in 24 CFR 576.500, as they pertain to the activities under this Agreement.

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- D. Books and records pertaining to the eligible program expenses shall be kept and prepared in accordance with generally accepted accounting principles or as otherwise required by HCD.
- E. By July 31 of each year, Contractor shall submit an Annual Performance Report to the Department. In accordance with federal reporting requirements, the report will include, but will not be limited to, beneficiary data, Minority Owned Business/Women Owned Business (MBE/WBE) data, and Section 3 data, if applicable.
- F. Contractor shall submit a Request for Funds (RFF) and Detailed Expense Report (DER) in a manner and format approved by the Department within thirty (30) days after the end of the State Mandated reporting period. Compliance reports shall be submitted as specified by the Department. Close-out-of-grant progress reports shall be submitted within sixty (60) days after the end of the reporting period.
- G. Contractor shall manage and maintain all client data information using a Homeless Management Information System (HMIS) or comparable data system (defined as a separate data system that collects required HMIS and ESG data elements and complies with HUD Data and Technical Standards).
- H. Contractor shall maintain all fiscal and program records pertaining to the ESG Grant for a period of five (5) years after the Department closes its HUD grant or any other period specified in 24 CFR 576.500 (y).
 - 1) NOTE: Record retention is based on *the Department's HUD closing date: NOT five (5) years from this Agreement expiration.* The retention requirement can extend beyond five (5) years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement.
- I. Contractor shall submit required reports on forms approved by the Department.

26. Audit/Retention and Inspection of Records

- A. Contractor agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Principles, per 2 CFR 200.49 Contractor agrees that the Department, the Department of General Services, the Bureau of State Audits, the Department of Housing and Urban Development, or their designated

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representatives, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for five (5) years after the Department closes its HUD grant or any other period specified in 24 CFR 576.500 (y).

NOTE: Record retention is based on the Department's HUD closing date; NOT five (5) years from this Agreement expiration. The retention requirement can extend beyond five (5) years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement.

- B. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the Department to audit records and interview staff in any subcontract related to performance of this Agreement.
- C. Contractor receives federal funds that, in the aggregate, equal or exceed the threshold identified in the Uniform Administrative Requirements, the Contractor must have an annual single audit in compliance with the Single Audit Act of 1984, as amended and comply with 2 CFR Part 200, Subpart F. The audit shall be performed by a qualified State, local or independent auditor. Contractor shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for audit shall include a clause which permits access by the Department to the independent auditor's working papers. Audits shall be submitted to the Department when completed but no later than nine months following the close of the fiscal year. Contractor shall take corrective actions on any issues noted during the audit within six months of the date of receipt of the reports. HCD shall consider sanctions as described in 2 CFR 200.505 if the Contractor is not in compliance with these audit requirements.
- D. Contractor, its Service Providers, and their subcontractors shall comply with the audit requirements contained in 2 CFR Part 200.

27. **Faith-Based Activities**

Contractor and its Service Providers shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or

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philosophical ritual, service, meeting, or rite. Contractor and its Service Providers listed shall also comply with the requirements of 24 CFR 576.406 of the Federal Regulations.

28. Interest of Members, Officers or Employees of Contractors, Members of Local Governing Body

Pursuant to 24 CFR 576.404, in addition to the conflict-of-interest requirements in 2 CFR 200, no person:

- A. Who is an employee, agent, consultant, officer or elected or appointed official of the Contractor (or of any designated public agency); and,
- B. Who exercises or has exercised any functions or responsibilities with respect to assisted activities; or,
- C. Who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for 1 year thereafter. HUD may grant an exception to this exclusion as provided in 24 CFR 570.611 (d) and (e).
- D. Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the selection, award, and/or administration of contracts supported by Federal funds to ensure no conflict of interest, real or apparent, would be involved.

29. Anti-Lobbying Certification

- A. The Contractor shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant and that all Service Providers 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.
- B. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and no more than \$100,000.00 for such failure.

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- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) 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.

30. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. Failure of the Department to enforce the provisions of this Agreement or required performance by the Contractor of these provisions, at any time, shall in no way be construed to be a waiver of such provisions, nor affect the validity of this Agreement, or the right of the Department, to enforce these provisions.

31. Litigation

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

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EXHIBIT D**32. Sanctions**

The Department may impose sanctions, as well as any other remedies available to it under law, on Contractor or its Service Providers, for failure to abide by any State and Federal laws and regulations applicable to the ESG Program. Such sanctions include:

- A. Conditioning a future grant on compliance with specific laws of regulations;
- B. Directing Contractor or its Service Providers to stop incurring costs under the current grant;
- C. Requiring that some or the entire grant amount is remitted to the Department;
- D. Reducing or disencumbering some or all of the amount of grant funds Contractor would otherwise be entitled to receive;
- E. Electing not to award future grant funds to Contractor unless and until appropriate actions are taken by the Contractor to ensure compliance; and/or,
- F. Taking any other actions permitted pursuant to 24 CFR 576.501.

33. Drug-Free Workplace Requirements

The Contractor shall comply with and be subject to the requirements of the federal drug-free workplace requirements, which include the following actions be taken:

- A. 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.
- B. Establishing an ongoing drug-free awareness program to inform employees about: (i) the dangers of drug abuse in the workplace; (ii) the Contractor's policy of maintaining a drug-free workplace; (iii) any available drug counseling, rehabilitation, and employee assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

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- C. Contractor and their Service Providers shall maintain a drug free environment on the Site. Contractor and their Service Providers pledge to the Department that all persons working or residing on the Site shall not unlawfully manufacture, distribute, dispense, possess, or use controlled substances, as said term is defined in 21 USC Section 812 and California Health and Safety Code Section 11007 (or successor statutes), including marijuana, heroin, cocaine, and amphetamines on the Site. If Contractor or any person working or residing on the Site is convicted or pleads guilty or nolo contendere to a charge of unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances on the Site, then such event shall constitute a default of this Agreement.

34. Area-wide System Coordination Requirements

The Contractor and their Service Providers agree to participate in the Homeless Management Information System ("HMIS"), or comparable database, pursuant to 24 CFR 576.107. Contractor must ensure that data on all persons served, and all activities assisted under ESG are entered into the applicable community wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. Contractor shall coordinate and integrate, to the maximum extent practicable, ESG funded activities with mainstream housing, health, social services, employment education, and youth programs targeted to homeless people in the area covered by the Continuum of Care ("CoC") or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for the area as set forth at 24 CFR 576.400(b) and (c). Furthermore, Contractor understands they are required by federal law to provide for the participation of at least one homeless or formerly homeless person(s) in a policy-making function within the organization as required in 24 CFR 576.405. This might include, for example, involvement of a homeless or formerly homeless person on the Board of Directors or similar entity that considers and sets policy or makes decisions for Contractor. The Contractor also agrees that to the maximum extent practicable, they will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under this Agreement as listed in 24 CFR 576.405 in accordance with 42 USC 11375(d) and 42 USC 11375(c)(7).

35. Evaluation of Program Participant Eligibility and Needs

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Pursuant to 24 CFR 576.401, Contractor and their Service Providers shall conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under Section 576.400(d) and the written standards established under Section 576.400(e).

35. False, Fictitious or Fraudulent Claims:

Warning: Any person who knowingly makes a false claim or statement to HUD or the Department may be subject to civil or criminal penalties under 18 USC 287, 1001 and 31 USC 3729.

A. Detecting, Preventing, and Reporting FRAUD

- 1) Fraud is a white-collar crime that has a devastating effect on the ESG program because the ESG program beneficiaries are victims of this crime when the ESG program is abused.
- 2) HCD wants to stop any criminal assault on the ESG program it administers, and in doing so all ESG funds go to people it was designed to help and improve their living conditions.

B. Combatting Fraud

- 1) The U.S. Department of Housing and Urban Development (HUD) Office of Inspector General (OIG) is committed to protecting HUD's programs, operations, and beneficiaries from dishonest individuals and organizations.
- 2) HUD cannot combat fraud alone.
- 3) HUD relies on HCD and ESG NOFA applicants to combat ESG program fraud. HUD also relies on applicants for, and people receiving, HUD benefits, such as tenants receiving rental assistance, borrowers with HUD insured loans, or citizens having their communities restored using HUD grants.

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- 4) The HUD OIG Hotline number is 1-800-347-3735, this is the primary means to submit allegations of fraud, waste, abuse, mismanagement, or Whistleblower related matters for the ESG program to the Office of Inspector General.
- 5) HUD OIG accepts reports of fraud, waste, abuse, or mismanagement in the ESG program from HUD employees, anyone administering the ESG program, anyone working in the ESG program, contractors, and the public.
- 6) You can report mismanagement or violations of law, rules, or regulations by HUD employees or program participants.
- 7) Fraud, Waste and Abuse in the ESG program and its operation may be reported in one of the following four (4) ways:

E-mail to: hotline@hudoig.gov

By Phone: Call toll free: 1-800-347-3735

By Fax: 202-708-4829

By Mail: Department of Housing & Urban Development.

HUD OIG, Office of Investigation, Room 1200

Field Office

One Sansome Street
San Francisco, CA 94104
[\(213\) 534-2518](tel:(213)534-2518)

HUD OIG, Office of Investigation

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EXHIBIT E

PROJECT SPECIFIC PROVISIONS AND SPECIAL TERMS AND CONDITIONS

1. Project Specific Provisions

The following are project specific terms and conditions (referred to as enumerated provision(s) for ease of reference in prior exhibits) as result of application submitted in response to the ESG NOFA dated June 13, 2022, shall inform the references made to project specific information not contained in prior exhibits.

Provision Ex. A – E.1 (Scope of Work – As referenced in Exhibit, Section 2)

Contractor Name	Total Award Allocation
County of Riverside	\$312,602

For the purposes of performing the Work, the Department agrees to provide the amount shown above. In no instance shall the Department be liable for any costs for Work in excess of this amount, nor for any unauthorized or ineligible costs. The ESG Recipient agrees to administer this allocation in accordance with the provisions of 24 CFR 576 and Part 91 and the ESG State Regulations, Title 25, Division 1, Chapter 7.

Provision Ex. A – E.2 (Term of Agreement and Deadlines – (As referenced in Exhibit A, Section 4)

- A. This Contract will **expire** on: December 27, 2024
- B. All Program funds shall be **expended** by: November 7, 2024

Provision Ex. A – E.3 (Expenditure Milestone Requirements - As referenced in Exhibit A, Section 4 (G))

Percentage of ESG Award that must be expended	Milestone Deadline
20%	120 days after execution of contract
50%	180 days prior to expenditure deadline
80%	60 days prior to expenditure deadline

Emergency Solutions Grants Program (ESG)
 Continuum of Care (AE) Allocation
 NOFA Date: 6/13/2022
 Approved Date: 6/12/2023
 Prep. Date: 6/15/2023

EXHIBIT E

Provision Ex. A – E.4 (Contractor’s Contract Coordinators - As referenced in Exhibit A, Section 9)

Authorized Representative Name	Heidi Marshall
Authorized Representative Title	Director, Riverside County Department of Housing and Workforce Solutions
Agency Name	County of Riverside
Address	3403 10th Street, Suite 300 Riverside, CA 92501
Phone No.	951-955-1309
Email Address	Hmarshall@rivco.org

Provision Ex. B – E.1 (Budget Detail and Payment Provisions - As referenced in Exhibit B, Section 1)

Rapid Re-Housing Assistance	\$ 121,362
Street Outreach	\$ 182,042
Grant Administration	\$ 9,198
<hr/>	
TOTAL GRANT AWARD AMOUNT:	\$ 312,602

2. Special Terms and Conditions

The following Special Conditions are applicable to this Standard Agreement and shall control notwithstanding anything to the contrary herein:

[INSERT SPECIAL CONDITIONS]

Emergency Solutions Grants Program (ESG)
 Continuum of Care (AE) Allocation
 NOFA Date: 6/13/2022
 Approved Date: 6/12/2023
 Prep. Date: 6/15/2023

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

and

Galilee Center, Inc.

2022 Emergency Solutions Grant

Rapid Rehousing

HWSCoC-0004873



**HWS HOUSING AND
WORKFORCE
SOLUTIONS**

ENGAGE. ENCOURAGE. EQUIP.



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Attachment VII – ESG Time/Activity Report

Attachment VIII – Standard Agreement No. 22-ESG-17005

This Agreement is made and entered into this 13th day of October, 2023, by and between Galilee Center, Inc., a California nonprofit corporation (herein referred to as "SUBRECIPIENT"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing and Workforce Solutions (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS

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

<https://www.hudexchange.info/sites/onecpd/assets/File/SNAPS-Weekly-Focus-Rapid-Rehousing.pdf> and

<http://www.endhomelessness.org/pages/prevention-and-rapid-re-housing>
- M. "RENTAL ASSISTANCE" refers to provision of rental assistance to provide homelessness prevention, transitional or permanent housing to eligible persons.
- N. "SUBRECIPIENT" refer to the Galilee Center, Inc. including its employees, agents, representatives, subcontractors, and suppliers. SUBRECIPIENT, Galilee Center, Inc., and Galilee Center are used interchangeably in this Agreement.

2. DESCRIPTION OF SERVICES

SUBRECIPIENT shall provide all services as outlined and specified in Schedule B, Scope of Services, Attachment I – Privacy and Security Standards, Attachment II – Assurance of Compliance, Attachment III – Forms 2076A & Instructions, Attachment IV – ESG Supporting Documentation Instructions, Attachment V – Monthly Performance Report, Attachment VI – HMIS Participating Agency Agreement, Attachment VII – ESG Time/Activity Report, and Attachment VIII – Standard Agreement No. 22-ESG-17005, all of which are attached hereto and incorporated herein as referenced.

3. PERIOD OF PERFORMANCE

This Agreement shall commence on October 13, 2023 (“Effective Date”) and continues in effect through December 27, 2024, unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter until the end of the period of performance. COUNTY and SUBRECIPIENT agree that all services provided to the Target Population are estimated to be, and shall be, fully performed by the Expenditure Deadline as defined in Section 4 of this Agreement.

4. COMPENSATION

COUNTY shall pay SUBRECIPIENT for services performed, products provided, or expenses incurred in accordance with Schedule A, “Payment Provisions.” COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified number of services or product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of SUBRECIPIENT’s expenses related to this Agreement. One hundred percent (100%) of ESG funds allocated to SUBRECIPIENT, pursuant to this Agreement, shall be Expended by November 7, 2024 (“Expenditure Deadline”). Any ESG funds paid to SUBRECIPIENT, but not Expended pursuant to this Agreement by November 7, 2024, shall be returned to COUNTY within five (5) business days. In the event this Agreement is terminated prior to November 7, 2024, any funds paid to SUBRECIPIENT, but not Expended prior to the date of termination, shall be returned to COUNTY within five (5) business days of the notice of termination to be returned to HCD and revert to the General Fund.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

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

6. TERMINATION FOR CONVENIENCE

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

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

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

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

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

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

7. TERMINATION FOR CAUSE

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

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

(2) Use of, or permitting the use of ESG funds provided under this Agreement for any ineligible activities;

(3) Any failure to comply with the deadlines set forth in this Agreement;

(4) Violation of any federal or state laws or regulations; or

(5) Withdrawal of HCD's expenditure authority.

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

(1) Bar the SUBRECIPIENT from applying for future ESG funds;

(2) Revoke any other existing ESG award(s) to the SUBRECIPIENT;

(3) Require the return of any unexpended ESG funds disbursed under this Agreement;

(4) Require repayment of ESG funds disbursed and Expended under this Agreement;

(5) Require the immediate return to COUNTY of all funds derived from the use of ESG funds including, but not limited to recaptured funds and returned funds;

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

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

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

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

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

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

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

8. REQUEST FOR WAIVER AND WAIVER OF BREACH

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

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

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

10. CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST

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

B. SUBRECIPIENT shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom SUBRECIPIENT is doing business or proposing to do business, in fulfilling this Agreement.

C. SUBRECIPIENT or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

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

11. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities, or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting SUBRECIPIENT performance through any combination of on-site visits, inspections, evaluations, and SUBRECIPIENT self-monitoring. SUBRECIPIENT shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items. SUBRECIPIENT shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate SUBRECIPIENT's performance at any time, upon reasonable notice to the SUBRECIPIENT.
- B. SUBRECIPIENT agrees that COUNTY, HCD, or their designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. SUBRECIPIENT agrees to provide COUNTY, HCD, or their designees, with any relevant information requested. SUBRECIPIENT agrees to permit COUNTY, HCD, or their designees, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), ESG program guidance document published on the website, and this Agreement. SUBRECIPIENT further agrees to retain all records described in this paragraph for a minimum of five (5) years after the termination of this Agreement. If any litigation, claim negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.
- C. COUNTY reserves the right to perform or cause to be performed a financial audit. At COUNTY's request, the SUBRECIPIENT shall provide, at SUBRECIPIENT's own expense, a financial audit prepared by a certified public accountant. ESG administrative funds may be used to fund this expense.
- (1) If a financial audit is required by COUNTY, the audit shall be performed by an independent certified public accountant.
 - (2) The SUBRECIPIENT shall notify COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by COUNTY to the independent auditor's working papers.
 - (3) The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.
 - (4) If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to COUNTY for each finding within ninety (90) days from the date of the audit finding report.

12. CONFIDENTIALITY

- A. SUBRECIPIENT shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological

or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors, or suppliers in advance of official announcement.

- B. SUBRECIPIENT shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. SUBRECIPIENT shall protect from unauthorized disclosure names and other identifying information concerning person receiving services pursuant to this Agreement. SUBRECIPIENT shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. SUBRECIPIENT shall not use such information for any purpose other than carrying out SUBRECIPIENT's obligations under this Agreement. SUBRECIPIENT shall comply with Welfare and Institutions Code Section 10850.
- C. SUBRECIPIENT shall take special precautions, including but not limited to, sufficient training of SUBRECIPIENT's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification, or destruction.
- D. SUBRECIPIENT shall promptly transmit to COUNTY all third-party requests for disclosure of confidential information. SUBRECIPIENT shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. HOLD HARMLESS/INDEMNIFICATION

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

14. INSURANCE

- A. Without limiting or diminishing SUBRECIPIENT's obligation to indemnify or hold COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- C. SUBRECIPIENT's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, SUBRECIPIENT's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. SUBRECIPIENT shall cause SUBRECIPIENT's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days' written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. SUBRECIPIENT shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- E. It is understood and agreed to by the parties hereto that SUBRECIPIENT's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of

insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT has become inadequate.

- G. SUBRECIPIENT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to COUNTY.
- I. SUBRECIPIENT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

15. WORKER'S COMPENSATION

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

16. VEHICLE LIABILITY

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

17. COMMERCIAL GENERAL LIABILITY

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

18. INDEPENDENT CONTRACTOR

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

COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

19. PROFESSIONAL LIABILITY

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

20. USE BY POLITICAL ENTITIES

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

21. LICENSES AND PERMITS

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

22. NO DEBARMENT OR SUSPENSION

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

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

23. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements, and directives which impose duties and regulations upon COUNTY as though made with SUBRECIPIENT directly that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, federal, state, and local housing and building codes, and all other matters applicable and/or related to the ESG

Program, the COUNTY, the SUBRECIPIENT, the SUBRECIPIENT's subcontractors, and the Project, including but not limited to the provisions of 42 USC 11371 – 42 USC 11378, 24 CFR Part 576, 2 CFR Part 200, and 25 CCR Section 8400 et seq. as shall be amended from time to time. In addition, SUBRECIPIENT shall comply with all applicable provisions of Standard Agreement No. 22-ESG-17005 including as set forth in Schedule B, Section B.1, and any applicable COUNTY policies and procedures, including but not limited to:

- a. County of Riverside Continuum of Care Written Standards:
<https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/CoC%20Written%20Standards%20amended%2081720%20S%26E%20FINAL.pdf>
- b. County of Riverside Continuum of Care Board of Governance Charter:
https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/CoC%20Charter%20-%20Amended%202-24-2021_1.pdf
- c. County of Riverside Continuum of Care Homeless Management Information System (HMIS) Charter:
<https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>

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

24. INSPECTIONS

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

25. CORE COMPONENTS OF HOUSING FIRST

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

26. EMPLOYMENT PRACTICES

- A. SUBRECIPIENT shall comply with all federal and state statutes and regulations in the hiring of its employees.
- B. SUBRECIPIENT shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement and, if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- C. In the provision of benefits, SUBRECIPIENT shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with

domestic partners or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

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

27. CHILD SUPPORT COMPLIANCE ACT

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

28. DRUG FREE WORKPLACE CERTIFICATION

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

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

- (3) Provide as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:
 - a. Will receive a copy of SUBRECIPIENT'S drug-free policy statement; and,
 - b. Will agree to abide by terms of SUBRECIPIENT'S condition of employment or Subcontract.

29. PERSONNEL

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

- (1) All staff who work full or part-time positions by title, including volunteer positions;
- (2) A brief description of the functions of each position and hours each position worked; and
- (3) The professional degree, if applicable and experience required for each position.

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

C. Background Checks

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

30. LOBBYING

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

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

C. SUBRECIPIENT shall require that the language of this certification be included in all contracts or subcontracts, if any, entered into in connection with this grant and that all SUBRECIPIENT's subcontractors 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.

31. ADVERSE GOVERNMENT ACTION

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

32. SUBCONTRACTS

A. No contract shall be made by the SUBRECIPIENT with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY and HCD. A subcontractor is not eligible to furnish any of the work or services under this Agreement, and is not eligible to receive grant funds, if the subcontractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

B. SUBRECIPIENT shall not propose to enter into any subcontract with any subcontractor who:

- (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

- (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud; a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;

- (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; or

- (4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

D. SUBRECIPIENT shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.

E. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of SUBRECIPIENT and COUNTY.

33. **SUPPLANTATION**
SUBRECIPIENT shall not supplant any federal, state or COUNTY funds intended for the purpose of this Agreement with any funds made available under any other agreement. SUBRECIPIENT shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue. SUBRECIPIENT agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or COUNTY funds under any COUNTY programs without prior approval of COUNTY.
34. **ASSIGNMENT**
SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY. Any attempt to assign or transfer any interest without written consent of COUNTY shall be deemed void and of no force or effect.
35. **FORCE MAJEURE**
If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.
36. **GOVERNING LAW**
This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
37. **DISPUTES**
- A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. SUBRECIPIENT shall proceed diligently with the performance of this Agreement pending resolution of a dispute.
- B. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.
38. **ADMINISTRATIVE/CONTRACT LIAISON**
Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.
39. **CIVIL RIGHTS COMPLIANCE**
- A. **Assurance of Compliance**
SUBRECIPIENT shall complete the "Assurance of Compliance with Riverside County Housing and Workforce Solutions Non-Discrimination in State and Federally Assisted Programs," attached as Attachment II. SUBRECIPIENT shall sign and date Attachment II and return it to COUNTY along with the executed Agreement. SUBRECIPIENT shall ensure that

the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief be excluded from participation in or be denied the benefits of or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

B. Participant Complaints

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

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

Civil Rights Complaints should be referred to:

Program Manager
Riverside County Housing and Workforce Solutions
3403 10th Street, Suite 300
Riverside, CA. 92501

C. Services, Benefits and Facilities

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

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

D. Cultural Competency

SUBRECIPIENT shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between Participants and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services. For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and

readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the Participant in both languages.

40. NOTICES

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

COUNTY:

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

SUBRECIPIENT:

Galilee Center, Inc.
P.O. Box 308
Mecca, CA 92254

41. SIGNED IN COUNTERPARTS

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

42. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

43. MODIFICATION OF TERMS

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

44. ENTIRE AGREEMENT

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

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

Authorized Signature for SUBRECIPIENT:	Authorized Signature for COUNTY:
Printed Name of Person Signing: Gloria Gomez	Printed Name of Person Signing: Heidi Marshall
Title: President and Founder	Title: Director
Date Signed:	Date Signed:

Schedule A
Payment Provisions

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. SUBRECIPIENT shall be reimbursed by COUNTY, for an amount not to exceed \$97,057.60. Said funds shall be spent according to the Budget shown below.

Budget Category	Budget Description	Total
Direct Staff	Salaries/benefits costs for employees providing services to clients	\$24,444.80
Operations/Supportive Services	Costs of operating facilities and providing rental assistance and supportive services to clients, including but not limited to: 1 st month rent and deposit, cookware and kitchen supplies	\$69,896.72
Administrative Costs Indirect/Administrative Costs	Indirect/Administrative items including, but not limited to, administrative staffing costs	\$2,716.08
	Total	\$97,057.60

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

- b. SUBRECIPIENT shall be reimbursed for eligible costs only. SUBRECIPIENT shall submit claims for reimbursement of eligible costs on a monthly basis no later than thirty (30) days after the end of each month in which the costs were incurred. Each claiming period shall consist of a calendar month.
- c. With each claim for reimbursement of eligible costs, SUBRECIPIENT shall submit:
 1. Form 2076A, an example of which is attached hereto as Attachment III and incorporated herein by this reference;
 2. ESG Time/Activity Report, an example of which is attached hereto as Attachment VII and incorporated herein by this reference; and
 3. The required supporting documentation set forth in Attachment IV, ESG Supporting Documentation Instructions, attached hereto and incorporated herein by this reference. If the required supporting documentation is not provided, COUNTY may delay payment until the documentation is received by COUNTY. COUNTY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement.
- d. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days. COUNTY is the pass-through agency for these funds. Once a claim is reviewed and approved, COUNTY shall submit a Request for Funds to the State. When the requested funds are received from the State, COUNTY shall remit payment to the SUBRECIPIENT. In total, this process can take 4-6 weeks.
- e. All ESG Program funds shall be expended by November 7, 2024.
- f. SUBRECIPIENT must meet expenditure milestones as detailed in the table shown below:

Spending Milestones		
Due Date	Percent Due	Amount Due
1/11/24	20%	\$19,411.52
7/10/24	50%	\$48,528.80
9/8/24	80%	\$77,646.08
11/7/24	100%	\$97,057.60

A.2 WITHHELD PAYMENTS

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

A.3 DISALLOWANCE

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

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

A.4 FISCAL ACCOUNTABILITY

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

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

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

- 1. Budget Modification, Budget Amendment and/or any other Amendment of Agreement for Convenience may be conducted based on mutual agreement between the COUNTY and SUBRECIPIENT and written approval from HWS with no negative effect for both parties under the authority of HWS.
- 2. Budget Modification, Budget Amendment and/or any other Amendment of Agreement for Cause may be conducted based on mutual agreement between the COUNTY and SUBRECIPIENT and written approval from HWS. Any Cause due to SUBRECIPIENT's

inability to implement the agreed services and/or activities to meet all performance and financial outcomes as planned and agreed in this Agreement will become Finding(s) in the monitoring/auditing process and lead to any related effects such as project scoring, evaluation, consideration for future funding opportunities.

A.6 FINAL REIMBURSEMENT

Unless approved by HWS in writing, all final requests for reimbursement of authorized ESG expenditures under this Grant must be submitted to HWS no later than **November 7, 2024**.

Schedule B
Scope of Services

B.1 GENERAL REQUIREMENTS

SUBRECIPIENT shall adhere to all applicable provisions outlined in Standard Agreement No. 22-ESG-17005, and SUBRECIPIENT shall cooperate with COUNTY in fulfilling its obligations under Standard Agreement No. 22-ESG-17005 (Attachment VIII). In addition, SUBRECIPIENT shall:

- a. Be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. SUBRECIPIENT shall also provide Participant linkages to other sources of support. SUBRECIPIENT shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- b. Be responsible for meeting the requirements included in Standard Agreement No. 22-ESG-17005 between HCD and COUNTY (Attachment VIII), incorporated herein by this reference. In the event any provisions of this document conflicts with this Agreement, the order of precedence shall be as follows: (1) Standard Agreement No. 22-ESG-17005 between HCD and COUNTY, then (2) this Agreement.
- c. Ensure that all ESG Program participants comply with the regulations applicable to the ESG to the ESG Program as set forth in 24 CFR Part 58, and 24 CFR Part 576. Additionally, nonprofit organizations funded by the ESG Program shall comply with the requirements of 24 CFR Part 84 as though they were SUBRECIPIENT pursuant to 24 CFR Part 84. Also, units of general local government funded by the ESG Program shall comply with the requirements of 24 CFR Part 85. In the event that any federal or state laws or regulations, including without limitation regulations by the Department of Housing and Urban Development (“HUD”) add, delete, modify, or otherwise change any statutory or regulatory requirements concerning the use or administration of these funds, SUBRECIPIENT shall comply with such requirements, as amended.
- d. Participate in and accept its Participant referrals for the ESG Program from the CoC CES. The CES is a part of the Riverside County CoC’s cohesive and integrated housing crisis response system with existing programs, bringing them together into a “no-wrong-door” system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals. CES participation is a federal and state requirement under HEARTH Act 2009, 24 CFR parts 91 and 576; 24 CFR 576.400(d); and 25 CCR Section 8409.
- e. Agree to participate in the HMIS.
 1. HMIS security policies and procedures and entering required Participant data on a regular and timely basis.
 2. COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant SUBRECIPIENT access to use the HMIS software for the term of this Agreement.
 3. SUBRECIPIENT shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside CoC HMIS Charter, which is located on the County of Riverside CoC website:
<https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>

4. SUBRECIPIENT must maintain a valid HMIS End User Agreement on file with the COUNTY, which is located on the County of Riverside CoC website:
<https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/HMIS%20-%20CES%20Account%20Request%20Process.doc>

B.2 REPORTING

SUBRECIPIENT shall submit reports, as requested by COUNTY in order for COUNTY to comply with its reporting requirements set forth in Standard Agreement # 22-ESG-17005.

B.3 RAPID REHOUSING (OUTCOMES (DATA and ANALYSIS))

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

Measures	Total
# of households served	5 Households
# of people served	5 Persons
# of households to achieve housing stability <i>(Note: Performance Report should include breakdown of number of households connected to each type of housing and services.)</i>	3 Households
# of persons to achieve housing stability <i>(Note: Report should include breakdown of number of persons connected to each type of housing and services.)</i>	3 Persons
Percentage of Persons exiting back into Homelessness	No more than 20%
Percentage of eligible/willing persons served to retain or obtain mainstream benefits	80%
Percentage of eligible and willing persons to maintain or increase income/employment	80%

B.4 PROJECT DETAIL

Project Component Type:	Service
Funding Costs for:	Rapid Re-Housing
Population Focus:	Homeless Individuals and Individuals At-Risk of Homelessness

B.5 RAPID REHOUSING SERVICES

SUBRECIPIENT shall:

Provide services to a minimum of 5 households to assist individuals and families to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. This project must adhere to the Housing First Model to establish short-term (up to 3 months) or medium-term (up to 6 months) of rental assistance and meet all State requirements specified in Health and Safety Code (HSC § 50219(c)(1-8) in all Supervisory Districts of Riverside County. Rapid Rehousing activities must meet all HUD requirements specified in 24 CFR 576.104.

- a. Complete an individualized Intake and Housing Assessment for each household served to collect information to identify and address barriers to housing stability. The Housing Plan will be utilized to facilitate the provision of housing stabilization services and financial assistance. Services include, but are not limited to:
 1. Security deposits (not to exceed 2 months) and holding fees
 2. Standard utility deposits
 3. Housing search and placement
 4. Housing stability
 5. Tenant-based rental assistance
- b. Coordinate with Street Outreach Team(s) to contact and engage the most vulnerable individuals living on the streets, in cars, or other vehicles, in sheds, abandoned buildings and other places not meant for human habitation and with emergency shelters to facilitate direct placements into permanent housing.
- c. Assist with targeted outreach/resource events to assist individuals with completing intake forms, housing assessment tools, rental agreements, and other housing related applications.
- d. Establish and ensure a direct connection with existing rapid rehousing teams to promote coordination across all teams and ensure services are planned, strategic, and organized.
- e. Provide wraparound case management services not to exceed a 1:15 ratio to allow for optimal level of supports to successfully place and stabilize households in permanent housing. The case manager will:
 1. Meet with the individual at least three times per month for the first three months, then at a minimum of once per month for a total of 12 months.
 2. Develop an individualized Housing Plan (IHP) with the household and utilize information from the intake assessment to ensure appropriate housing placement.
 3. Begin day one and continue through aftercare/follow-up services to ensure that employment and strengths are sustained long-term.
 4. Reevaluate individuals at a minimum of once quarterly to ensure that individual has sufficient resources and support networks in place to retain housing and to determine the appropriate type and level of assistance that the individual needs to retain housing.

B.6 ELIGIBILITY

SUBRECIPIENT will document that all program participants who receive rapid re-housing assistance meet the eligibility criteria of being literally homeless as defined in 24 CFR 576.2. Prioritization will be provided to individuals who are currently residing in emergency shelter to ensure turnover of beds to support existing unsheltered populations.

B.7 RE-EVALUATIONS

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

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

- a. Did not have an annual income that exceeds 30% AMI as established by HUD *and*
- b. Lacked sufficient resources and support networks necessary to retain housing without ESG assistance.
- c. If a program participant is found to be ineligible for continued assistance, they must be exited from the program.

B.8 ANNUAL INCOME

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

- 1) Income evaluation form containing the minimum requirements specified by HUD and completed by the SUBRECIPIENT; and
- 2) Source documents for the assets held by the program participant and income received over the most recent period for which representative data is available before the date of the evaluation (*e.g.*, wage statement, unemployment compensation statement, public benefits statement, bank statement);
- 3) To the extent that source documents are unobtainable, a written statement by the relevant third party (*e.g.*, employer, government benefits administrator) or the written certification by the SUBRECIPIENT's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period for which representative data is available; or
- 4) To the extent that source documents and third party verification are unobtainable, the written certification by the program participant of the amount of income the program participant received for the most recent period representative of the income that the program participant is reasonably expected to receive over the 3-month period following the evaluation.

B.9 HOUSING STABILITY CASE MANAGEMENT

Provide housing stability services to individuals and families to ensure they transition to self-sufficiency. This includes arrangement, monitoring, and delivery of services related to the housing needs and stability of individuals.

B.10 SUPPORTIVE SERVICES

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

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

13. High School Diploma completion or GED test preparation

B.11 USE WITH OTHER SUBSIDIES

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

B.12 LIMITATION ON MAXIMUM RENT LEVELS

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

B.13 DATA SHARING

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

B.14 COORDINATED ENTRY

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

B.15 FILE CHECKLIST

The basis of all determinations (eligibility, assistance needed, assistance provided, rent reasonableness, etc.) must be supported by the evidence documented in the case file.

SUBRECIPIENTS will maintain a participant file that will include but is not limited to the following documents:

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

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

I. PHYSICAL SECURITY

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

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

II. TECHNICAL SECURITY CONTROLS

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

Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

- C. Minimum Necessary. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. Mobile Device and Removable Media. All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. Antivirus Software. All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. Patch Management.
 - 1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 - 2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
 - 3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 - 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. User IDs and Password Controls.
 - 1. All users must be issued a unique username for accessing PII.
 - 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
 - 3. Passwords are not to be shared.
 - 4. Passwords must be at least eight (8) characters.
 - 5. Passwords must be a non-dictionary word.
 - 6. Passwords must not be stored in readable format on the computer or server.
 - 7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
 - 8. Passwords must be changed if revealed or compromised.
 - 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters (!, @, #, etc.)
- H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- I. System Timeout. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

- J. Warning Banners. The systems providing access to PII must display a warning banner stating, at a minimum:
 - 1. Data is confidential;
 - 2. Systems are logged;
 - 3. System use is for business purposes only, by authorized users; and
 - 4. Users shall log off the system immediately if they do not agree with these requirements.
- K. System Logging.
 - 1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.
 - 2. The audit trail shall:
 - a. Be date and time stamped;
 - b. Log both successful and failed accesses;
 - c. Be read-access only; and
 - d. Be restricted to authorized users.
 - 3. If PII is stored in a database, database logging functionality shall be enabled.
 - 4. Audit trail data shall be archived for at least three (3) years from the occurrence.
- L. Access Controls. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- M. Transmission Encryption.
 - 1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
 - 2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
 - 3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- N. Intrusion Prevention. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

III. AUDIT CONTROLS

A. System Security Review.

- 1. The Contractor must ensure audit control mechanisms are in place.
- 2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
- 3. Reviews should include vulnerability scanning tools.

B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.

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

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

A. Emergency Mode Operation Plan. The Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in

an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

- B. Data Centers. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- C. Data Backup and Recovery Plan.
 - 1. The Contractor shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
 - 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
 - 3. The procedures shall include storing backups offsite.
 - 4. The procedures shall ensure an inventory of backup media.
 - 5. The Contractor shall have established documented procedures to recover PII data.
 - 6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.

V. PAPER DOCUMENT CONTROLS

- A. Supervision of Data. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. Data in Vehicles. The Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which staff can transport PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- C. Public Modes of Transportation. The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- D. Escorting Visitors. Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- E. Confidential Destruction. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the County.
- G. Faxing.
 - 1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
 - 2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
 - 3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. Mailing.

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

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

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

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

Breaches should be referred to:

HWS Privacy Officer
Riverside County Housing and Workforce Solutions
3403 Tenth Street, Suite 300
Riverside, CA 92501

ATTACHMENT II
Assurance of Compliance

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

Galilee Center, Inc.

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code Regulations, Title 2, section 7285 et seq.; the Fair Employment and Housing Commission regulations implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age (over 40), sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, pregnancy, disability (mental language use restrictions), marital status, military and veteran status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

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

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

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

Date

Gloria Gomez, President and Founder

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

CR50-Vendor Assurance of Compliance

ATTACHMENT III
2076A PAYMENT REQUEST FORM

COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

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

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

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

Select Payment Type(s) Below:

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

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

\$0.00

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

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

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

_____ Purchase Order # (10) _____ Invoice #

_____ Amount Authorized

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

_____ Program Date

_____ Fiscal Date

HOUSING AND WORKFORCE SOLUTIONS FORMS

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

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

HWS 2076A SUBRECIPIENT PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address"

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

"SUBRECIPIENT Name"

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

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding..."

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

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

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

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

SUPPORTING DOCUMENTATION REQUIREMENTS

GENERAL GUIDELINES
❖ Claims must be submitted in an organized format.
❖ All required summary worksheets and backup documentation must be included, must match the amounts requested, and must be clear and legible.
❖ Do not include irrelevant documentation that is not from costs being claimed. For example, large phone bills should include only the relevant pages to document costs being claimed.
❖ Any claims difficult to review due to organization or backup documentation issues will be rejected.
❖ All claims must be in accordance with the terms and conditions of your contract.
FISCAL YEAR-END (JUNE 30)
❖ The County’s fiscal-year end is June 30 of each calendar year. The County’s ACO (Auditor-Controller’s Office) has an early cutoff to process invoices at year-end. To be processed and paid in the month of June, all claims must be received by <u>June 6.</u>
*If June 6 falls on a weekend, the deadline is the prior Friday (June 4 or 5).
❖ Claims received <u>after June 6</u> will still be paid. However, payment will be delayed until <u>after June 30.</u>
❖ Claims at year-end must still follow the same general guidelines. *Estimates are not allowed unless specifically authorized by our fiscal team.
PERSONALLY IDENTIFIABLE INFORMATION (PII)
❖ All PII of program participants must be redacted, including:
❖ Name, Date of birth, Social Security Number, Driver’s License Number
❖ Instead of the client’s name, use their HMIS Client ID as their identifier on spreadsheets and documentation sent with claims.
FORMS / SUMMARY WORKSHEETS – Required with each claim. Spreadsheets must be provided in Excel format.
❖ SIGNED/DATED Payment Request Form (<u>current version</u> of Form 3106 or Form 2076A, depending on the grant)
❖ Staffing Detail Worksheet
❖ Rental Assistance Summary Worksheet, if applicable
❖ Summary Worksheet for other expenses
LEASING / RENTAL ASSISTANCE – Required at time of client move-in and with any changes or (if applicable) annual recertification.

❖ Lease agreement
❖ Rent reasonableness, if required by the grant
❖ Rent calculation, if required by the grant
LEASING / RENTAL ASSISTANCE – Required with each claim.
❖ Invoice or documentation of rent amount and due date
❖ Proof of payment (cancelled check or check stub)
STAFF / PAYROLL – Required with each claim.
❖ Time and Activity Report – Submit a separate time and activity report for each pay period with only the days from that pay period (not the entire month unless the employee is paid monthly).
❖ Include Pay Stub or Payroll Report
❖ All documentation must match with employee timesheet/timecard. *timesheet/timecard is not a substitute for the time and activity report
STAFF – INSURANCE (Workers Comp, Health/Dental, etc.) – Required if reimbursement or match is being requested for insurance.
❖ Copy of the policy with rate by employee – Required with first claim and with any changes.
❖ Invoice and proof of payment (cancelled check or check stub)
OTHER EXPENSES
❖ Invoice/receipt including date and explanation of expense <ul style="list-style-type: none"> ▪ Proof of payment of the credit card statement (cancelled check or check stub)
❖ Vehicle/mileage costs (including insurance) – Documentation must be provided that connects the vehicle or driver to the specific grant/contract.
PROOF OF PAYMENT - CREDIT CARD PAYMENTS
❖ Credit card statement with relevant charge(s) highlighted <ul style="list-style-type: none"> ▪ Proof of payment of the credit card statement (cancelled check or check stub)



Monthly Performance Report
for the month of _____, 20
(due on the 10th business day after the above stated month)

Organization Name: _____

Project Name: _____

Contact Person: _____ **Position:** _____

Email: _____ **Phone Number:** _____

Project Start Date: _____ **Project End Date:** _____

Total Award Amount: _____

Part 1: Program Performance			
<i>(Please attach support documentation such as data/reports from HMIS or comparable database for DV projects)</i>			
Measures per Contract	Contract Total	Accumulated Actual	Actual % of Goal
# of Units / Households served	Minimum 60		%
# of Beds / Persons served	Minimum 80		%
% Persons achieved housing stability	Minimum 90%		%
% Persons exited back into homelessness	Maximum 10%		%
Mainstream benefit attainment	Minimum 80%		%
Increase in income/employment	Minimum 30%		%

Part 2: Fiscal Performance			
Budget Categories	Contract Total	Accumulated Actual	Actual % of Goal
Leasing	\$	\$	%
Rental Assistance	\$	\$	%
Supportive Services	\$	\$	%
Operating Costs	\$	\$	%
HMIS	\$	\$	%
Administrative Costs (Subrecipient)	\$	\$	%
Subrecipient Total	\$	\$	%

Part 3: Challenges:

•

Part 4: Request for Training / Technical Assistance

•

Part 5: Comments / Remarks

•

ATTACHMENT VI
HMIS PARTICIPATING AGENCY AGREEMENT



**COUNTY OF RIVERSIDE CONTINUUM OF CARE
HMIS PARTICIPATING AGENCY AGREEMENT**

_____ (“AGENCY”) has elected to participate in the County of Riverside Continuum of Care Homeless Management Information System (“HMIS”) and therefore is entering into this HMIS Participating Agency Agreement (this “Agreement”). The AGENCY and its personnel are permitted to use HMIS and security services on their computer systems through an Internet connection. The HMIS is a database and case management system that collects and maintains information on the characteristics and service needs of clients. The system collects and stores client –level data, which can be used to generate unduplicated and aggregate reports to determine the use and effectiveness of the services being provided to the homeless and at risk populations.

The Riverside County Housing, Homelessness Prevention and Workforce Solutions (HHPWS) (“HMIS LEAD”) is the HUD grantee responsible for administering the HMIS grant. HMIS LEAD is the system host and provides the personnel and administrative support to operate the County of Riverside CoC HMIS. HMIS LEAD is responsible for ordering, installing and maintaining the computer and network system, implementing the software solution, providing secured access for participating agencies, troubleshooting problems, and offering training and on-going technical support.

AGENCY agrees to abide by all laws, and the County of Riverside CoC HMIS Charter pertaining to client confidentiality, user conduct, security, and the ongoing functionality and stability of services and equipment used to support HMIS.

In consideration of their mutual undertakings and covenants, the AGENCY and HMIS LEAD agree as follows:

1. General Understandings:

- A. Definitions. In this Agreement, the following terms will have the following meanings:
- i. “AGENCY staff” refers to employees, volunteers, contractors, or any other agents of the AGENCY.

- ii. "Breach" shall mean the acquisition, access, use or disclosure of Identifying Information in a manner not permitted as defined in any Federal or State law, including, but not limited to:
 - a. The Health Insurance Portability and Accountability Act, 45 CFR section 164.502 ("HIPAA");
 - b. The Health Information Technology for Economic and Clinical Health Act, 42 USC 17921;
 - iii. The California Confidentiality of Medical Information Act, Civil Code section 56.10 et seq.; "Client" refers to a person receiving services from the AGENCY.
 - iv. "De-Identifying Information" (also referred to as "non-identifying" information) refers to data that has specific Client demographic information removed, to allow use of the data *without identifying* a specific Client.
 - v. "Enter" or "entry" refers to the entry of any Client information into the HMIS.
 - vi. "HMIS" refers to the Homeless Management Information System.
 - vii. "HMIS staff" refers to the employees, contractors, or agents of HMIS LEAD assigned to administer the HMIS, as well as to analyze, review and report on the data contained in HMIS.
 - viii. "Identifying Information" (also referred to as "confidential" data or information) refers to information about a Client that can be used to distinguish or trace the Client's identity, either alone or when combined with other personal or identifying information using methods reasonably likely to be used.
 - ix. "Information" refers to both De-Identifying Information and Identifying Information.
 - x. "AGENCY" refers generally to any service provider or organization signing this document that is participating or planning to participate in the HMIS.
 - xi. "Sharing," or "information sharing" refers to entering information into HMIS, or providing Identifying Information to other agencies, organizations, individuals, or providers that do not participate in the HMIS.
 - xii. "User" refers to AGENCY employees authorized to have, and having, access to the HMIS.
- B. Use and Disclosure. Whenever AGENCY enters information into HMIS, such Identifying Information will be available to the HMIS staff who may use it to: administer HMIS, conduct analysis, coordinate services, and prepare reports to be submitted to others in de-identifying form. AGENCY use and disclosure of HMIS Identifying Information may occur only in accordance with HMIS Policies, Standard Operating Procedures.
- C. Access. AGENCY agrees to allow HMIS and its subcontractors access to information provided by the AGENCY in accordance with this Agreement and to carry out its duties with respect to the HMIS, which includes without limitation,

HMIS administration, testing, problem identification and resolution, management of the HMIS database, and data aggregation and analysis activities, as permitted by applicable state and federal laws and regulations.

2. Confidentiality:

A. AGENCY shall not:

- i. enter information into the HMIS which it is not authorized to enter, or
- ii. share information that AGENCY is not authorized to share.

By entering information into the HMIS, AGENCY represents that it has the authority to enter such information into the HMIS. To the best of AGENCY's knowledge, any information entered into the HMIS does not violate any of the Client's rights, under any relevant federal, state, or local confidentiality laws, regulations or other restrictions applicable to Client information.

B. AGENCY agrees to comply with all federal and state regulations regarding the confidentiality of Identifying Information, including, but not limited to:

- i. The Health Insurance Portability and Accountability Act, 45 CFR Parts 160, 162 and 164 ("HIPAA");
- ii. The Health Information Technology for Economic and Clinical Health Act ("HITECH Act");
- iii. The California Confidentiality of Medical Information Act, Civil Code section 56.10 et seq.;
- iv. California Welfare and Institutions Code section 5328 et seq.;
- v. California Evidence Code section 1010 et seq.;
- vi. Code of Federal Regulations, at 42 CFR Part 2.

C. To the extent that information entered by AGENCY into the HMIS is or becomes subject to additional restrictions, AGENCY will immediately inform HMIS in writing of such restrictions.

3. Display of Notice:

- i. Pursuant to the notice published by the Department of Housing and Urban Development ("HUD") on July 30, 2004, AGENCY will prominently display at each intake desk (or comparable location) the *HMIS Notice of Privacy Practices* approved by HMIS LEAD, that explains the Client rights associated with providing AGENCY staff with Identifying Information. It is AGENCY's responsibility to ensure that each Client understands his or her rights. Additionally, if AGENCY maintains a public webpage, the current

version of the *HMIS Notice of Privacy Practices* must be posted on the webpage. The current form of *HMIS Notice of Privacy Practices*, which may be modified from time to time at HMIS's LEAD's discretion, is attached to and incorporated into this Agreement by reference, and is available from HMIS LEAD or on its website <http://HMIS.LEAD.co.riverside.ca.us/homeless-programs>.

4. Information Collection, Release and Sharing Consent:

- A. Collection of Identifying Information. AGENCY must collect information by lawful and fair means with the knowledge or consent of the Client. Any Identifying Information collected by the AGENCY must be relevant to the purpose for which it is to be used. To the extent necessary for those purposes, Identifying Information should be accurate, complete and timely. . AGENCY must post Mandatory Collection Notice at each intake desk or comparable location. Privacy and Mandatory Collection Notices must be made available in writing at the client's request.
- B. Obtaining Client Consent. AGENCY will obtain the informed consent of the Client by having the Client sign the *Consent* form.
- C. Sharing. Prior to sharing any of a Client's information with an AGENCY or organization outside of the HMIS, except as provided in the *HMIS Notice of Privacy Practices*, approved by HMIS LEAD, that explains the Client rights associated with providing AGENCY staff with Identifying Information, AGENCY will provide the Client with a copy of its client consent and/or release of information form ("Consent"). Following an explanation regarding the entity or individual that the information will be shared with and how it will be used, the AGENCY will obtain the informed consent of the Client by having the Client sign the *Consent* form specific to that other AGENCY or outside organization.
- D. Consent Form. AGENCY shall keep all copies of the signed *Consent* form for a period of seven (7) years after the Client signed the consent form. Such forms shall be available for inspection and copying by HMIS and/or the U.S. Department of Housing and Urban Development, at any time.
- E. Refusal of Services. AGENCY may not refuse or decline services to a Client or potential Client if that person:
 - i. objects to the entry of its information in the HMIS; or
 - ii. refuses to share his or her personal information with the AGENCY or cannot remember certain information; however, some information may be required by the program to determine eligibility for housing or services, to assess needed services, or to fulfill reporting requirements.

5. HMIS Policies and Standard Operating Procedures:

Notwithstanding any other provision of this Agreement, AGENCY's use of and participation in the HMIS, and the use, disclosure, and submission of data to and from the HMIS shall, at all times, be governed by the *HMIS Notice of Privacy Practices* and the *HMIS Charter*, as revised from time to time, at the sole discretion of HMIS. Such *HMIS Charter* is incorporated in this Agreement by reference and is located at <http://HMIS LEAD.co.riverside.ca.us/homeless-programs/management-information-system>

In the event of a conflict between this Agreement and the *HMIS Charter*, the latter shall control.

6. Sharing HMIS Data:

AGENCY shall not release any Identifying Information received from the HMIS to any other person or organization without the written informed consent of the Client, unless such disclosure is required by law or in accordance with the *HMIS Notice of Privacy Practices*.

Basic Client profile data entered into HMIS (with consent), which includes Client demographic data will be shared with all Agencies in the HMIS system in an effort to reduce the event of duplicative Client records and/ or intakes. This includes the following data elements:

- 3.1 Name
- 3.2 Social Security Number
- 3.3 Date of Birth
- 3.4 Race
- 3.5 Ethnicity
- 3.6 Gender
- 3.7 Veteran Status
- 3.15 Relationship to Head of Household

Client's project level data will only be shared with agencies that have signed an *Inter-Agency Data Sharing Agreement*. This includes the following data elements:

- 3.8 Disabling Condition
- 3.10 Project Start Date
- 3.11 Project Exit Date
- 3.12 Destination
- 3.16 Client Location
- 3.20 Housing Move-in Date
- 3.917 Living Situation
- 4.2 Income and Sources
- 4.3 Non-Cash Benefits
- 4.4 Health Insurance
- 4.5 Physical Disability
- 4.6 Developmental Disability
- 4.7 Chronic Health Condition
- 4.8 HIV/AIDS
- 4.9 Mental Health Problem
- 4.10 Substance Abuse
- 4.11 Domestic Violence
- 4.12 Contact
- 4.13 Date of Engagement
- Enrollment History (Project and Organization name)

7. Client Inspection/Correction:

Upon receipt of a written request from a Client, AGENCY shall allow the Client to inspect and obtain a copy of his or her own information during regular business hours. AGENCY is not required to provide a Client access to information (a) compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding; (b) about another individual; (c) obtained under a promise of confidentiality if disclosure would reveal the source of the information; and (d) which, if disclosed, would be reasonably likely to endanger the life or physical safety of any individual. AGENCY must allow a Client to correct information that is inaccurate or incomplete; provided, however, that prior to correcting such information, AGENCY shall consult with HMIS. Such consultation is necessary to ensure proper coordination between the AGENCY's response and the capabilities of the HMIS system, unless the requested correction is a routine correction of a common data element for which a field exists in HMIS (e.g., date of birth, prior residence, social security number, etc.). AGENCY is not required to remove any information as a result of a correction, but may, in the alternative, mark information as inaccurate or incomplete and may supplement it with additional information.

8. Security:

AGENCY shall maintain the security and confidentiality of information in the HMIS and is responsible for the actions of its employees, contractors, volunteers, or agents and their proper training and supervision. AGENCY agrees to follow the *HMIS Policies and Standard Operating Procedures* on security (hereafter "Security Rule"), which by this reference is incorporated herein and which may be modified from time to time at HMIS LEAD's discretion. At its discretion, HMIS LEAD may conduct periodic assessments of AGENCY to monitor its compliance with the Security Rule. The steps AGENCY must take to maintain security and confidentiality include, but are not limited to:

- A. Access. AGENCY will permit password-protected access to the HMIS only to authorized AGENCY staff who need information from the HMIS for legitimate business purposes (such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements). AGENCY will limit the access of such staff to only those records that are immediately relevant to their work assignments.
- B. User Code of Ethics. Prior to permitting any User to access HMIS, AGENCY will require the User to sign an *HMIS User Agreement/Code of Ethics* ("User Code of Ethics"), which is incorporated herein by this reference and which may be amended from time to time at HMIS LEAD's discretion. AGENCY will comply with and enforce the User Code of Ethics and will inform HMIS LEAD immediately in writing of any breaches of the User Code of Ethics.

i. Any staff, volunteer or other person who has been granted a User ID and password and is found to have committed a breach of system security and/or Client confidentiality will have his/her access to the database revoked immediately.

ii. In the event of a breach of system security or Client confidentiality, the Director of the AGENCY shall notify HMIS LEAD within twenty-four (24) hours. Any AGENCY that is found to have had breaches of system security and/or Client confidentiality shall enter a period of probation, during which technical assistance shall be provided to help the AGENCY prevent further breaches.

Probation shall remain in effect until HMIS LEAD has evaluated the AGENCY's security and confidentiality measures and found them compliant with the policies stated in this Agreement and the User Code of Ethics. Subsequent violations of system security may result in suspension from the HMIS.

- C. User Authentication. AGENCY will permit access to HMIS only with use of a User authentication system consisting of a username and a password which the User may not share with others. Written information pertaining to User access (e.g., username and password) shall not be stored or displayed in any publicly accessible location. Passwords shall be between eight and twelve characters long and include both letters and numbers. Passwords shall not be, or include the username, the HMIS vendor's name, the HMIS LEAD name, the AGENCY's name, or consist entirely of any word found in the common dictionary or any of the forenamed words spelled backwards. The use of default passwords on initial entry into the HMIS is allowed so long as the User changes the default password on first use. Individual Users must not be able to log on to more than one workstation at a time, or be able to log on to the network at more than one location at a time. Passwords and usernames shall be consistent with guidelines issued from time to time by HUD and HMIS LEAD. Passwords and usernames shall not be exchanged electronically without HMIS LEAD's approval.
- D. Hard Copies. The AGENCY must secure any paper or other hard copy containing Identifying Information that is generated either by or for the HMIS LEAD, including, but not limited to reports, data entry forms and signed consent forms. Any paper or other hard copy generated by or for the HMIS LEAD that contains such information must be supervised at all times when it is in a public area. If AGENCY staff is not present, the information must be secured in areas that are not publicly accessible. Agencies wishing to dispose of hard copies containing Identifying Information must do so by shredding the documents or by other equivalent means with approval by HMIS LEAD. Written information specifically pertaining to User access (e.g., username and password) must not be stored or displayed in any publicly accessible location.
- E. Training/Assistance. HMIS LEAD will conduct ongoing basic confidentiality training for all persons with access to the HMIS and will train all persons who may receive

information produced from the HMIS on the confidentiality of such information. AGENCY will participate in such training as is provided from time to time by HMIS LEAD. Representatives of HMIS LEAD will be reasonably available during HMIS's defined weekday business hours for technical assistance (e.g., troubleshooting and report generation).

9. Information Entry Standards:

- A. Information entered into HMIS by AGENCY will be truthful, accurate, complete and timely to the best of AGENCY's knowledge.
- B. AGENCY will *not* solicit from Clients or enter information about Clients into the HMIS database unless the information is required for a legitimate business purpose such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements.
- C. AGENCY will only enter information into the HMIS database with respect to individuals which it serves or intends to serve, including through referral.
- D. AGENCY will enter information into the HMIS database within seven (7) calendar days of data collection.
- E. AGENCY will not alter or over-write information entered by another AGENCY.

HMIS LEAD reserves the right to, in its sole discretion, delete or segregate information entered into the HMIS by an AGENCY, or take any other appropriate measures, to maintain the accuracy and integrity of the HMIS or to avoid compromising the HMIS goal of maintaining unduplicated counts of Clients.

AGENCY is responsible for maintaining timely, accurate and complete data in HMIS and remaining in compliance with federal regulations as well as any outside applicable regulations such as the HIPAA standards.

HMIS LEAD will conduct an annual monitoring site visit to ensure compliance with HUD and Riverside County CoC HMIS requirements. HMIS LEAD will provide utilization reports to participating agencies on a regular basis to include data quality and tracking.¹⁰ **Use of the HMIS:**

- A. AGENCY will not access Identifying Information for any individual for whom services are neither being sought nor provided by the AGENCY. AGENCY may access Identifying Information of the Clients it serves and may request, in writing addressed to HMIS LEAD's authorized officer shown on the signature page of this Agreement, access to statistical, non-identifying information on both the Clients it serves and Clients served by other HMIS Participating Agencies.

- B. AGENCY may report non-identifying information to other entities for funding or planning purposes. Such non-identifying information shall not directly identify individual Clients.
- C. AGENCY and HMIS LEAD will report only non-identifying information in response to requests for information from the HMIS.
- D. AGENCY will use the HMIS for its legitimate business purposes only.
- E. AGENCY will not use the HMIS to defraud federal, state or local governments, individuals or entities, or conduct any illegal activity.
- F. AGENCY shall not use the HMIS to aggregate data to compare the performance of other Participating Agencies, without the express written consent of HMIS LEAD and each of the Participating Agencies being compared.
- G. Notwithstanding any other Section of this Agreement, the parties may use or disclose for any lawful purpose information that: (a) is in the possession of the party prior to the time of the disclosure to the party through the HMIS and was not acquired, directly or indirectly, from the HMIS; or (b) is made available to the party by a third party who has the legal right to do so.

11. Proprietary Rights of the HMIS:

- A. AGENCY or HMIS LEAD staff shall assign passwords and access codes for all AGENCY Staff that meets other privacy, training and conditions contained within this Agreement.
- B. AGENCY or HMIS LEAD staff shall not assign passwords or access codes to any other person not directly connected to or working for their own AGENCY.
- C. AGENCY shall be solely responsible for all acts and omissions of its Users, and all other individuals who access the HMIS either through the AGENCY or by use of any password, identifier or log-on received or obtained, directly or indirectly, lawfully or unlawfully, from the AGENCY or any of the AGENCY's Authorized Users, with respect to the HMIS and/or any confidential and/or other information accessed in connection therewith, and all such acts and omissions shall be deemed to be the acts and omissions of the AGENCY. Each AGENCY shall certify:
 - i. That its Users have received training regarding the confidentiality of HMIS information under all applicable federal, state, and local laws and agree to protect the Information in compliance with such laws and this Agreement;
 - ii. That its Users shall only access the HMIS for purposes approved by the AGENCY and that are consistent with this Agreement;

iii. That its Users have agreed to hold any passwords, or other means for accessing the HMIS, in a confidential manner and to release them to no other individual. AGENCY shall ensure that all Users understand that sharing passwords and other means for accessing the HMIS is expressly prohibited;

iv. That its Users agree and understand that their failure to comply with the terms of this Agreement may result in their exclusion from the HMIS and may constitute cause for disciplinary action by the AGENCY; and

v. That it has restricted access to the HMIS only to the Users that the AGENCY has identified pursuant to this Section.

D. AGENCY shall terminate the rights of a User immediately upon the User's termination from his or her position. In the alternative, AGENCY must immediately notify HMIS LEAD staff of the User's termination to allow HMIS LEAD staff to terminate the User's access rights. The AGENCY is responsible for removing HMIS Users from the system.

E. AGENCY shall be diligent not to cause in any manner or way, corruption of the HMIS, and AGENCY agrees to be responsible for any damage it may cause.

12. HMIS Administrators Council:

The County of Riverside Continuum of Care (CoC) delegates oversight and guidance of the HMIS and related activities to the HMIS Administrators Council ("HMIS COUNCIL"). A list of the current members of the HMIS COUNCIL may be obtained from <http://HMIS.LEAD.co.riverside.ca.us/homeless-programs>. The HMIS LEAD staff will consult with the HMIS COUNCIL from time to time regarding issues such as revision to the form of this Agreement. Written AGENCY complaints that are not resolved may be forwarded to the HMIS COUNCIL which will try to reach a voluntary resolution of the complaint.

12. Insurance

HMIS Data sharing participating agencies must maintain insurance as provided in subrecipients contract with DPSS.

13. Limitation of Liability and Indemnification:

A. Except as provided in this Section, no party to this Agreement shall assume any additional liability of any kind due to its execution of this Agreement or its participation in the HMIS. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or

liability for the acts of any other person or entity through participation in HMIS except for the acts and omissions of its own employees, volunteers, agents or contractors. The parties specifically agree that this Agreement is for the benefit of the parties only and creates no rights in any third party.

B. AGENCY agrees to indemnify, defend and hold harmless HMIS LEAD, including its directors, officers, employees, representatives, and agents from and against any and all claims and liabilities (including, without limitation, all damages, costs, and expenses, including legal fees and disbursements paid or incurred) arising from the intentional acts or omissions, negligence, or strict liability of AGENCY, its directors, officers, employees, representatives, or agents, or AGENCY's breach of this Agreement, including any breach associated with Identifying information. This Section shall survive the termination of this Agreement.

C. Without limiting any other provision of this Agreement, AGENCY and its Users shall be solely responsible for all decisions and actions taken or not taken involving services, treatment, patient care, utilization management, and quality management for their respective patients and Clients resulting from or in any way related to the use of the HMIS or the Information made available thereby. AGENCY and Users shall have no recourse against, and hereby waive, any claims against HMIS LEAD for any loss, damage, claim or cost relating to or resulting from its own use or misuse of the HMIS.

D. AGENCY acknowledges and agrees that the HMIS is an information management tool only and that it contemplates and requires the involvement of Agencies and Users that are qualified to maintain, collect and enter information into the HMIS. AGENCY further acknowledges and agrees that HMIS LEAD has not represented its services as having the ability to perform any tasks that constitute the practice of medicine or of other professional or academic disciplines. HMIS LEAD shall not be responsible for any errors, misstatements, inaccuracies, or omissions regarding the content of the HMIS, although every effort has been made to ensure its quality and accuracy. AGENCY assumes all risk for selection and use of the content in the HMIS.

E. All data to which access is made through the HMIS originates from Participating Agencies, and not from HMIS LEAD. All such data is subject to change arising from numerous factors, including without limitation, changes to Client information made at the request of the Client, changes in the Client's condition, the passage of time and other factors. HMIS LEAD neither initiates the transmission of any data nor monitors the specific content of data being transmitted. Without limiting any other provision of this Agreement, HMIS LEAD shall have no responsibility for or liability related to the accuracy, content, currency, completeness, content or delivery of any data either provided by AGENCY, or used by AGENCY, pursuant to this Agreement.

F. Access to the HMIS and the information obtained by AGENCY pursuant to the use of those services are provided "as is" and "as available." AGENCY is solely responsible for any and all acts or omissions taken or made in reliance on the HMIS or the information in the HMIS, including inaccurate or incomplete information. It is expressly agreed that in no event shall HMIS LEAD be liable for any special, indirect, consequential, or exemplary damages, including but not limited to, loss of profits or revenues, loss of use, or loss of information or data, whether a claim for any such liability or damages is premised upon breach of contract, breach of warranty, negligence, strict liability, or any other theories of liability, even if HMIS LEAD has been apprised of the possibility or likelihood of such damages occurring. HMIS LEAD disclaims any and all liability for erroneous transmissions and loss of service resulting from communication failures by telecommunication service providers or the HMIS.

14. Limitation of Liability:

HMIS LEAD shall not be liable for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment.

15. Disclaimer of Warranties:

HMIS LEAD makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, to any AGENCY or any other person or entity as to the services of the HMIS or as to any other matter.

16. Additional Terms and Conditions:

A. AGENCY will abide by such guidelines as are promulgated by HUD and HMIS LEAD from time to time regarding administration of the HMIS.

B. AGENCY and HMIS LEAD intend to abide by applicable State and Federal laws. Should any term of this Agreement be inconsistent with applicable law, or should additional terms be required by applicable law, AGENCY and HMIS LEAD agree to modify the terms of this Agreement so as to comply with applicable law.

C. Neither HMIS LEAD nor AGENCY will transfer or assign any rights or obligations regarding the HMIS without the written consent of the other party.

D. This Agreement will be in force until terminated by either party. Either party may terminate this Agreement with thirty (30) days written notice. Either party may also terminate this Agreement immediately upon a material breach of this Agreement by the other party, including but not limited to a breach of the *HMIS Charter (Policies and Standard Operating Procedures)* by AGENCY. Upon termination of this Agreement, AGENCY shall remain liable for (and nothing in this Agreement shall prevent HMIS LEAD from recovering) any fees, costs, or expenses that have been incurred prior to the

termination of this Agreement. HMIS LEAD and the remaining Participating Agencies will maintain their rights to use all of the information previously entered by AGENCY except to the extent a restriction is imposed by the Client or applicable law.

E. Copies of AGENCY data will be provided to the AGENCY upon termination of this Agreement at the AGENCY's written request to HMIS LEAD made within sixty (60) days after the termination of this Agreement. Information will be provided on CDs or other mutually agreed upon media. Unless otherwise specified in writing, copies of data will be delivered to AGENCY within sixty (60) calendar days of receipt of written requests for data copies. HMIS LEAD reserves the right to charge AGENCY's HMIS actual costs for providing such data to AGENCY.

F. Except as otherwise provided, no action taken by either party, or its officers, employees or agents, pursuant to this Agreement, shall be deemed to constitute an action of the other party, or shall be construed to place the parties in a relationship of partners, joint ventures, principal and agent, or employer and employee, or shall be deemed to confer upon either party any express or implied power, right or authority to enter into any agreement or commitment, express or implied, or to incur any obligation or liability on behalf of the other party except as expressly provided herein. HMIS LEAD and AGENCY intend and agree that they and their respective agents or employees shall serve as independent contractors and not as employees of the other party, and this Agreement shall not be considered a hiring by either party or a contract of employment.

G. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions of this Agreement may be waived, only by a written instrument executed by the Parties, or in the case of a waiver, by the party waiving compliance.

H. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a further or continuing waiver of any such condition or breach of any other condition or the breach of any other provision, term, covenant, representation, or warranty of this Agreement.

I. Neither party shall assign its rights or delegate its duties hereunder without the prior written consent of the other, which consent will not be unreasonably withheld. All of the terms, provisions, covenants, conditions and obligations of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

J. Any notice required or permitted to be given under this Agreement shall be conclusively deemed to have been received by a party to this Agreement on the day it is delivered to such party at the address indicated in the signature block below, or at such other address as such party shall specify to the other party in writing, or if sent by registered or certified mail, on the third business day after the date on which it is mailed to such party at said address.

K. This Agreement sets forth the entire understanding between the parties with respect to the matters contemplated by this Agreement and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to these matters.

L. If any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this Agreement that can be given effect without the invalid or unenforceable provisions, and all unaffected provisions of this Agreement shall remain in full force and effect as if this Agreement had been executed without such invalid or unenforceable provisions.

M. The Parties affirm that this Agreement has been entered into in the State of California and will be governed by and construed in accordance with the laws of the State of California, notwithstanding any state's choice of law rules to the contrary. Any action to enforce, challenge or construe the terms or making of this Agreement or to recover for its breach shall be litigated exclusively in a state or federal court located in the State of California.

This Agreement is executed between (AGENCY) and (HMIS LEAD) and upon execution the AGENCY will be given access to the HMIS with the terms herein set forth. This agreement will be signed by the Executive Director at the Participating AGENCY.

Tanya Tomo		
HMIS LEAD	SIGNATURE	DATE

AGENCY NAME

AGENCY CEO/EXECUTIVE DIRECTOR	SIGNATURE	DATE

I have read the AGENCY Agreement and understand that this technology is for HMIS purposes only.

ATTACHMENT VII
ESG Time/Activity Report

HUD EMERGENCY SOLUTIONS GRANT TIME & ACTIVITY REPORT

AGENCY NAME - EMPLOYEE NAME

DATES: (dates for pay period)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL	
RAPID REHOUSING STAFF																																	
Case Management																																	0.00
Housing																																	0.00
Total Rapid Rehousing																															0.00		
HOMELESSNESS PREVENTION STAFF																																	
Case Management																																0.00	
Housing																																0.00	
Total Homelessness Prevention																															0.00		
EMERGENCY SHELTER STAFF																																	
Case Management																																0.00	
Operations																																0.00	
Total Emergency Shelter																															0.00		
OUTREACH STAFF																																	
Engagement																																0.00	
Case Management																																0.00	
Total Outreach																															0.00		
ADMIN STAFF																																	
Administration																																0.00	
Total ADMIN																															0.00		
Non-Project																																0.00	
Total Non-Project																															0.00		
Vacation																																0.00	
Sick																																0.00	
Holiday																																0.00	
Other Paid Time Off																																0.00	
Total Fringe																															0.00		
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Total Hours	0.00
Total Fringe Hours	0.00
Difference	0.00
Actual Hours - Rapid Rehousing	0.00
Actual Hours - Homelessness Prevention	0.00
Actual Hours - Emergency Shelter	0.00
Actual Hours - Outreach	0.00
Actual Hours - ADMIN	0.00
Non-Project Hours	0.00

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

Employee Signature _____ Date _____

Supervisor Signature _____ Date _____

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

SID 21.1 (REV. 04/2020)

AGREEMENT NUMBER 22-ESG-17005	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Housing and Community Development Agency (HCD)

CONTRACTOR NAME

County of Riverside

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

December 27, 2024

3. The maximum amount of this Agreement is:

\$312,602

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

Exhibits	Title	Pages
Exhibit A	Authority, Purpose, and Scope of Work	8
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C *	General Terms and Conditions	GTC-04/2017
+ -	Exhibit D ESG Program Terms and Conditions	37
+ -	Exhibit E Project Specific Provisions and Special Terms and Conditions	2

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

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

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

CONTRACTOR

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

County of Riverside

CONTRACTOR BUSINESS ADDRESS

3403 10th Street, Suite 300

CITY

Riverside

STATE

CA

ZIP

92501

PRINTED NAME OF PERSON SIGNING

Heidi MARSHALL

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

Heidi Marshall

DATE SIGNED

9/11/2023

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
 STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22-ESG-17005	PURCHASING AUTHORITY NUMBER (if Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Department of Housing and Community Development (HCD)				
CONTRACTING AGENCY ADDRESS 2020 W. El Camino Avenue		CITY Sacramento	STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING Diana Malimon		TITLE Contract Services Section Manager		
CONTRACTING AGENCY AUTHORIZED SIGNATURE <i>Diana Malimon</i>		DATE SIGNED 09/13/2023		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (if Applicable) Exempt per SCM Vol. 1 4.04. A.3 (DGS memo dated 6/12/1981)		

EXHIBIT A**AUTHORITY, PURPOSE AND SCOPE OF WORK****1. Authority & Purpose**

This Standard Agreement (hereinafter "Agreement") will provide official notification of the reservation of funds under the State of California's reservation of funds under the State of California's administration of the federal Emergency Solutions Grants Program Allocation (hereinafter, "ESG " or the "Program") by the Department of Housing and Community Development (hereinafter the "Department" or "HCD") pursuant to the provisions of 42 USC 11371 – 42 USC 11378, ("Federal Statutes"), the Catalog of Federal Domestic Assistance Number 14.231, 24 CFR Part 576, ("Federal Regulations"), and 25 California Code of Regulations (CCR) Section 8400 et seq. ("State Regulations") all as shall be amended from time to time.

ESG provides funds for a variety of activities to address homelessness as authorized under the federal Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 and State program requirements. HCD administers the ESG program with funding received from the U.S. Department of Housing and Urban Development (HUD).

The ESG program provides grant funding to:

- (1) engage homeless individuals and families living on the street,
- (2) rapidly re-house homeless individuals and families,
- (3) help operate and provide essential services in emergency shelters for homeless individuals and families, and
- (4) prevent individuals and families from becoming homeless. This contract specifically provides funding for specific program activities described in Exhibit D, Section (3).

HCD receives ESG funds from HUD and then HCD (as Grantor), via this Agreement, is making a grant of specific ESG funds to a grantee, who is also known as the Contractor. In accepting this reservation of funds, the "Contractor" as defined in Exhibit D (2)(A)(10) also, referred to as the "Administrative Entity" as defined in the State Regulations agrees to comply with the terms and conditions of this Agreement, as it relates to the ESG Notice of Funding Availability (NOFA) under which the Contractor applied, the representations contained in the Contractor's Application (hereinafter, "Application"), for the ESG funding allocations, and the requirements of the authorities

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cited above. Any and all changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from the Department.

For purposes of this agreement Contractor is the Contractor identified in the STD 213 and which is further defined in Exhibit D (2)(A)(10) definitions section.

2. Scope of Work

- A. Contractor shall perform the Scope of Work ("Work") required as described in this Agreement and in the Application, which is on file electronically with the Department and which is incorporated herein by reference. Contractor shall be responsible for ensuring its selected homeless service providers perform the Work set forth in Exhibit E of this Agreement. All written materials or alterations submitted as addenda to the original Application, and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Contractor to modify any or all parts of the Application in order to comply with ESG requirements. The Department reserves the right to monitor all Work to be performed by the Contractor and service providers in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.
- B. Contractor shall perform the Work, only in the areas as identified, and in accordance with the approved Application and as required by Federal ESG requirements at 24 CFR Section 576 and 25 CCR Section 8403. Contractor's selected homeless service providers shall provide services in the areas identified in the application/award recommendation package submitted to the Department. Services shall be provided by the Contractor and the Contractor's funded service providers for at least the term of the ESG grant. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit E. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.

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EXHIBIT A**3. Allocation of funds pursuant to State Regulations, Section 8402, Effective Date and Commencement of Work**

This Agreement is effective upon the date of the Department representative's signature on page one of the fully executed Standard Agreement, STD 213, (the "Effective Date"). In addition, no Program funds shall be incurred until any required environmental review process has been completed, as required under 24 CFR 58. Contractor agrees that the Work shall be completed by the expenditure date specified in Exhibit E, Provision Ex. A – E.2.

- A. Contractor must obligate all funds within 120 days from the date of the award notification letter for funding. "Obligate" means that the Contractor has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. In the case of an award made to a general-purpose local government, also known as an "Administrative Entity," that subcontracts with private nonprofit organizations via letters of awards and Service Provider Agreements, the service providers are subject to obligate the funds within one hundred and twenty (120) days from the date of the award notification letter received by the general-purpose local government.
- B. Contractor agrees to provide documentation satisfactory to the Department evidencing the obligation of ESG funds within 120 days from the date the Department made grant funds available to the Contractor. If the Contractor fails to provide such documentation, the Department may disencumber any portion of the amount authorized by this Agreement with a 14-day written notification.
- C. Contractor and its service providers agree that the Work shall be completed by the expenditure date specified in Exhibit A, Section 4 and that the Work will be provided for the full term of this Agreement.

4. Term of Agreement and Deadlines

- A. This Agreement will expire on the date described in Exhibit E, Provision Ex. A – E.2.
- B. All Program funds shall be expended by the date described in Exhibit E, Provision Ex. A-E.2.
- C. All Final Request for Funds (RFF) shall be submitted to the Department within 30

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days after the expenditure deadline.

- D. Reimbursements will not be made after this Agreement expires.
- E. The first funds request must be submitted within 120 days from the execution date of this Agreement. Contractors are encouraged to submit a request for funds monthly and must submit one quarterly. If this expenditure expectation is not met, the Department reserves the right to mandate a corrective action or remediation plan to ensure future timely expenditure of ESG funds. (24 CFR 576.203)
- F. HCD may establish minimum disbursement amounts or other related procedures necessary for the efficient administration of the ESG program.
- G. Expenditure Milestone Expectations
 - 1) Contractor must expend at least 50 percent of their award 6 months prior to the expenditure deadline referenced in Exhibit E.
 - 2) Should the Contractor not meet the expenditure milestone, The Department, in its sole and absolute discretion, reserves the right to recapture unexpended funds.
 - 3) Expenditure Milestone Expectations are described in Exhibit E, Provision Ex. A – E,3
- H. Deadlines for Obligating Funds
 - 1) Within 60 days from the date that HUD signs the grant agreement with the State (or grant amendment for reallocated funds), the recipient must obligate the entire grant, except the amount for its administrative costs. This requirement is met by a subgrant agreement with, or a letter of award requiring payment from the grant to, a Contractor.
 - 2) Within 120 days after the date that the State obligates its funds to a unit of general-purpose local government, the Contractor must obligate all of those funds by its subgrant agreement with, or a letter of award requiring payment to, a private nonprofit organization; a procurement contract; or

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the written designation of a department within the government of the Contractor to directly carry out an eligible activity.

I. Expenditures

- 1) The recipient must draw down and expend funds from each year's grant not less than once during each quarter of the recipient's program year. All of the recipient's grant must be expended for eligible activity costs within 24 months after the date HUD signs the grant agreement with the recipient. For the purposes of this paragraph, expenditure means either an actual cash disbursement for a direct charge for a good or service or an indirect cost or the accrual of a direct charge for a good or service or an indirect cost.

J. Payments to Contractors

- 1) The recipient must pay each Contractor for allowable costs within 30 days after receiving the Contractor's complete payment request. This requirement also applies to each Contractor that is a unit of general-purpose local government.

K. The Department may impose sanctions, as well as any other remedies available to it under law, on a Contractor for failure to abide by any State and federal laws and regulations applicable to the ESG program. As the Department deems appropriate or necessary, sanctions include, without limitation, any or all of the following:

- 1) Conditioning a future ESG grant on compliance with specific laws or regulations;
- 2) Directing a Contractor to stop incurring costs under the current grant;
- 3) Requiring that some or all of the grant amounts be remitted to the Department;
- 4) Reducing the amount of grant funds, a Contractor would otherwise be entitled to receive;

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- 5) Electing not to award future grant funds to a Contractor and prohibiting an Administrative Entity from awarding to a particular Contractor of the Administrative Entity until appropriate actions are taken to ensure compliance with ESG requirements; and/or;
- 6) Taking any other actions permitted pursuant to 24 CFR 576.501 and 25 CCR Section 8416.

5. Scope of Work Revisions and Amendments

- A. Contract Revisions: Adjustments to the Scope of Work that do not require an increase or reduction of activity scope, or a change in the type of beneficiaries assisted may be completed as a Contract Revision. Contract Revisions must be approved by the Department in writing prior to implementation. If approved, Contract Revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate. Contract Revisions shall include but not be limited to:
 - 1) Budget revisions which do not change the total award amount,
 - 2) Changes to the Authorized Representative supported by the Resolution of the Authorizing Board
 - 3) Proposals make by the Administrative Entity to change the funded provider or eligible activity consistent with 25 CCR 8403, if necessary, to meet the requirements of this Chapter or to expend its funding allocation. Any change must still comply with the requirements of 25 CCR 8408 and 25 CCR 8409.
 - 4) Line-item changes to the budget provided that the Contractor notifies the Department of the need for changes to update IDIS.
- B. Line-item changes representing more than 25 percent of the overall budget requires a contract amendment as referenced in 25 CCR 8408, 25 CCR 8409, and 25 CCR 8411.

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6. ESG Program Contract Management

- A. Department Contract Manager: For purposes of this Contract the ESG Program Contract Manager for the Department is the Program Manager of the ESG Program in the Division of Federal Financial Assistance, or such person's designee. Written communication regarding this Contract shall be directed to the ESG Program Representative at the following address:
- Department of Housing and Community Development
Division of Financial Assistance, Federal Programs Branch
Emergency Solutions Grants Program Representative
2020 West El Camino Ave, Suite 200
Sacramento, California 95822
Email: ESGNOFA@hcd.ca.gov
- B. Contract Management: Day-to-day administration of this Contract shall take place through the eCivis online grant management system, including, but not limited to:
- 1) Requests for Funds and Detailed Expense Forms;
 - 2) Budget Revision Forms;
 - 3) Annual Reports;
 - 4) Submittal of any and all requested supporting documentation;
 - 5) Standard Agreement Revisions (non-material contract changes);
 - 6) Standard Agreement Amendments (material contract changes).
- C. Contract Administrator: The Contract Administrator must be a contractor's employee as identified in Exhibit E Provision Ex. A – E.4, Profile. Any notice, report, or other communication required by this Contract shall be directed to the Contract Administrator at the contact information identified in Exhibit E Provision Ex. A – E.4, Profile. Written communication shall be directed to the Contract Administrator as identified in the Contractor Profile as referenced in Exhibit E Provision Ex. A – E.4.

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7. Capacity to Contract

Contractor has the capacity and authority to fulfill the obligations required of and nothing prohibits or restricts the right or ability of Contractor to carry out the terms hereof.

8. Authority to Execute

Each Party executing this Agreement represents that it is authorized to execute this Agreement. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on their own behalf, represents that they are authorized to execute this Agreement on behalf of said entity.

9. Contractor's Contract Coordinators

Contractor's Authorized Representative for the Contract is identified in Exhibit E. Unless otherwise informed, any notice, report or other communication required by this Contract will be mailed by first class mail to the address as shown in Exhibit E. Provision Ex, A – E,4

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EXHIBIT B**BUDGET DETAIL AND PAYMENT PROVISIONS****1. Budget**

Budget Detail: ESG funds shall be used for the activities as detailed in Exhibit E Provision Ex. A – E.1 of this Agreement, as described under federal ESG regulations at 24 CFR Part 576, Subpart B – Program Components and Eligible Activities and Title XII, Homeless Assistance Section.

2. Availability of Funds

The Department's provision of funding to Contractor pursuant to this Agreement is contingent on the continued availability of ESG funds and continued federal authorization for ESG activities, as well as the conditions set forth in Exhibit D, Section 3. The Department's provision of funding is subject to amendment or termination due to lack of funds or proper authorization. This Agreement is subject to written modification or termination, as necessary, by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

3. Method of Payment

Payments to Contractor shall be made on a reimbursement basis with the exception that a Contractor may request an operating advance of \$5,000,00-, or 30-days working capital, whichever is greater. A request for an operating advance must be received by the Department within 60 days of the Effective Date of this Agreement. To receive payment for the Work performed, or to receive an operating advance, the Contractor must submit, on forms provided by the Department, a duly executed ESG Request for Funds (RFF). The Contractor shall submit all RFFs to the Department, as referenced in Exhibit A, Section 6 via the online eCivis Grants Network portal. Each Request for Funds (RFF) must also be accompanied by a completed Detailed Expense Report (DER) as provided by the Department. The Department shall not authorize payments unless it determines that the Work has been performed in compliance with the terms of this Agreement. Contractor shall not receive an operating advance or be reimbursed for expenditures incurred prior to the Effective Date of this Agreement, unless otherwise approved by the Department pursuant to Exhibit D, Section 3 Reimbursements will not be made after this Contract expires.

All Requests for Funds shall include expenditure detail. Pursuant to 24 CFR 576.201, all Requests for Funds are required to show match documentation which includes match

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source and amount. Contractor also certifies that detailed supporting documentation verifying each expenditure is available and shall be retained by the Contractor for five (5) years after the Department closes its HUD grant.

NOTE: Record retention is based on *the Department's HUD closing date; NOT five (5) years from this Agreement expiration.* The retention requirement can extend beyond five (5) years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement.

Contractor shall not be reimbursed for expenditures incurred after the expiration date of this Agreement, as set forth in Exhibit E, Provision Ex. A - E.2.

4. Budget Changes

After the Effective Date of this Agreement, no changes shall be made to the program budget, funded homeless service providers, or eligible activities without prior written approval from the Department. Any changes to this Agreement must be made in writing and approved by both the Department and the Contractor. The proposed change/s must be consistent with 24 CFR 576.500(y).

Contractor agrees to notify the Department in writing of any line item changes to the budget needed for the Department to update the federal Integrated Disbursement and Information System (IDIS). For line-item changes representing more than 25 percent of the overall project budget, a contract amendment is required (25 CCR 8411).

5. Ineligible Costs

A. ESG funds shall not be used for costs associated with activities in violation of any law or for any activities considered ineligible per 24 CFR 576. The Department reserves the right to request additional information and clarification to determine the reasonableness, necessity, and eligibility of all costs to be paid with ESG funds made available by this Agreement. If Contractor or its funded service providers use ESG funds for the costs of ineligible activities, Contractor shall be required to reimburse these funds to the Department immediately. Further, Contractor shall be prohibited from applying to the Department for subsequent ESG funds until the Department is fully reimbursed.

B. An expenditure which is not authorized by this Contract, or which cannot be adequately documented, must be immediately repaid to the Department or its designee, by the Contractor. Expenditures for work, not described in Exhibit A,

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Section 1, shall be deemed authorized only if the performance of such work is approved in writing by the Department prior to the commencement of such work.

- C. The Department, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures.
- D. Pursuant to State ESG Regulations 25 CCR 8408(d), funds shall not be used for Renovation, Conversion, Major Rehabilitation activities as defined in 24 CFR 576.2, and 576.102. Minor repairs to an ESG-funded Emergency shelter that do not qualify as Renovation, Conversion or Major Rehabilitation are an eligible use of State ESG funds.

6. Indirect Costs

Contractors and/or service providers will allow their providers to seek reimbursement for indirect costs. The applicant must:

- A. Comply with all OMB requirements and standards including 2 CFR 200.403, 200.415, and Part 200 Appendix IV.
- B. Certify that any providers seeking reimbursement for indirect costs at the de minimis rate of 10%, do not meet the definition of a major nonprofit organization as defined by OMB 2 CFR 200.414.
- C. Maintain records including evidence of the Modified Total Direct Cost (MTDC), per 2 CFR 200.68 calculations, indirect cost limits, and supporting documentation for actual direct cost billing.
- D. Pursuant to 2 CFR 200.331(a)(4), the Indirect Cost Rate for the Subrecipient shall be an approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal government, or, if no such rate exists, the De Minimis indirect cost rate as defined in 2 CFR 200.414(b) Indirect (F&A) costs. Indirect costs may be allocated to each eligible activity under 24 CFR 576.101 through Section 576.108, so long as that allocation is consistent with 2 CFR Part 200, Subpart E. Subrecipient shall maintain records including evidence of the Modified Total Direct Cost (MTDC), per 2 CFR 200.68 calculations, indirect cost limits, and supporting documentation for actual direct cost billing.

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EXHIBIT B**7. Duplication of Benefits**

Pursuant to both Federal and State law all ESG costs must be: (1) necessary (2) reasonable (3) if applicable, there can be no duplication of benefit (4) ESG funds cannot be used to supplant local or state resources, and (5) Applicant must guard against fraud (see section 35 in Exhibit D) and ineligible uses of ESG funds and (See 24 CFR 576.1; Housing (HEARTH) Act of 2009 SEC. 402 (f)(3)(A), 24 CFR 576.107(3)(a), 24 CFR 576.400(f) .

8. Compatibility of Program Funds

It is the duty and responsibility of each Applicant to review the provisions, requirements, and limitations of all funding sources applied for and obtained for a particular project, program, or activity in order to ensure that each and every requirement of those funding sources is compatible with all HCD program requirements and restrictions. Incompatibility of funding sources will result in the denial or cancellation of an award or may result in the placement of conditions or limitations on an award, all as determined by HCD in its sole and absolute discretion.

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ESG PROGRAM TERMS AND CONDITIONS

1. Federal Grant Identification

HUD Grant No: E-22-DC-06-0001
CFDA Number: 14.231
Date HUD Grant Agreement Signed: November 8, 2022

2. Definitions

A. In addition to the definitions found in 42 USC section 11371 (section 411) and 24 CFR section 576.3, the following definitions shall apply to this subchapter:

- 1) "Action Plan" means the annual plan required by HUD pursuant to 24 CFR Part 91 governing the distribution and use of ESG funds allocated by HUD to states and local governments.
- 2) "Administrative activities" is defined at 24 CFR 576.108.
- 3) "Administrative Entity" means a Unit of general-purpose local government approved by the Department pursuant to 25 CCR 8403 to administer State ESG funds.
- 4) "Application" means Contractor's ESG application submitted in response to the ESG NOFA.
- 5) "At Risk of Homelessness" as defined in 24 CFR 576.2.
- 6) "City" is defined at 42 USC section 5302(a)(5).
- 7) "Continuum of Care" is defined under 24 CFR 576.2, means the group composed of representatives of relevant organizations, which generally includes nonprofit homeless providers; victim Service Providers; faith-based organizations; governments; businesses; advocates; public housing agencies; school districts; social Service Providers; mental health agencies; hospitals; universities; affordable housing developers; law enforcement; organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of outreach,

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engagement, and assessment; emergency shelter; rapid re-housing; transitional housing; permanent housing; and prevention strategies to address the various needs of homeless persons and persons at risk of homelessness for a specific geographic area.

- 8) "Continuum of Care Service Area" means the entire geographic area within the boundaries of an Eligible Continuum of Care.
- 9) "Contract" see "Standard Agreement" defined below.
- 10) "Contractor" means a state law contractor entity that enters into a Standard Agreement (STD 213) with the Department for ESG funds, per (State Contracting Manual, Glossary; 25 CCR 8401), and becomes a federally defined subrecipient under 24 CFR 576.2 Definitions, see 2 CFR 200.1, but not a federally defined contractor under 2 CFR 200.331. Subrecipient is often used synonymously with contractor.
- 11) "Coordinated Entry" means the system of program access, needs assessment and prioritization developed by a Continuum of Care pursuant to 24 CFR 576.400 (d), and associated HUD requirements and guidance. This term is also known as "Coordinated Entry System", "Coordinated Assessment" or "Centralized Assessment".
- 12) "Core Practices" means the practices and protocols of delivering ESG Eligible activities as specified in 24 CFR 576.
- 13) "Department" means the California Department of Housing and Community Development.
- 14) "ESG" is the acronym for the Emergency Solutions Grants program.
- 15) "Eligible Activities" mean those activities upon which ESG funds may be expended as defined under 24 CFR 576, Subpart B. Additionally, Eligible Activities may include or be limited by the State ESG Regulations, as applicable.
- 16) "Eligible Continuum of Care" means a Continuum of Care in the State that has within its Service Area at least one Non-Entitlement Area.
- 17) "Eligible Organization" means a Private Nonprofit Organization or a Unit of General-Purpose Local Government that provides, or contracts with Private Nonprofit Organizations to provide Eligible Activities.

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- 18) "Emergency Shelter" is any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leases or occupancy agreements. Any project funded as an emergency shelter under a Fiscal Year 2010 Emergency Solutions grant may continue to be funded under ESG, 24 CFR 576.2.
- 19) "ESG Entitlement" means a Unit of General-Purpose Local Government that meets one of the following:
 - a) is a Metropolitan City or Urban County as defined under 42 U.S.C. 5302 that receives an allocation of ESG funds directly from HUD;
 - b) is in a Non-Entitlement Area that has entered into an agreement with an Urban County to participate in that locality's ESG program, or
 - c) is a Metropolitan City or Urban County that have entered into a joint agreement with one another to receive and administer a combined direct allocation of ESG funds from HUD.
- 20) "ESG Entitlement Area" or "Entitlement Area" means the geography within an ESG Entitlement's boundaries.
- 21) "ESG Non-Entitlement" means a Unit of General-Purpose Local Government that does not receive ESG funding directly from HUD and is not participating as an ESG Entitlement Area.
- 22) "ESG Non-entitlement Area" means the geography within an ESG Non-Entitlement's boundaries.
- 23) "Governing Board" means Board of Supervisors for a County applicant and means City Council for a city applicant.
- 24) "HMIS" means Homeless Management Information System as defined under 24 CFR 576.2. Use of the term "HMIS" within these regulations shall also include use of a comparable database, as permitted by HUD under 24 CFR Part 576.
- 25) "Homeless" is defined at 24 CFR 576.2.

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- 26) "Homelessness Prevention Activities" means activities or programs described in 24 CFR 576.103.
- 27) "HUD" means the United States Department of Housing and Urban Development.
- 28) "NOFA" is the acronym for a "Notice of Funding Availability."
- 29) "Non-entitlement Area" is defined means an area which is not a metropolitan city or part of an urban county and does not include Indian tribes, 42 USC 5302(7).
- 30) "Operations" means the category of ESG activities that includes shelter maintenance, operation, rent, repairs, security, fuel, equipment, insurance, utilities, food, and furnishings.
- 31) "Private Nonprofit Organization" is defined at 24 CFR 576.2.
- 32) "Program" shall mean the Emergency Solutions Grants Program ("ESG").
- 33) "Rapid Re-Housing" means the activities to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. (24 CFR 576.104).
- 34) "Service Area" has the same meaning as the term "Continuum of Care Service Area".
- 35) "Service Providers" refer to "continuum of care" definition above.
- 36) "Site" means one or more facilities where the program(s) is being carried out.
- 37) "Site Control" means the legal right to occupy and use the Site, as evidenced by such things as:
 - a) a deed demonstrating ownership in fee title;
 - b) a lease demonstrating a leasehold interest in the Site and its improvements for at least the term of the ESG grant,

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- c) an enforceable option to purchase or lease a site provided that such option will be for at least the term of the ESG grant or
 - d) for rotating shelter programs, Site Control may include other evidence provided by the applicant granting permission to use the site(s). Such evidence must be approved by the Department in writing prior to the deadline for submission of the ESG applications stated in the applicable NOFA.
- 38) "Standard Agreement" means the contract entered into by the Department and the ESG Administrative Entity (also known as Contractor) setting forth the basic terms and conditions governing the awards of ESG funds.
 - 39) "Subrecipient" means an entity that enters into a Standard Agreement with the Department for general-purpose local government or private nonprofit organization to which a recipient makes available ESG funds. (25 CCR 8401). (24 CFR 576.2) Throughout this Standard Agreement is referred to as Contractor.
 - 40) "Subcontractor" means an entity that is performing work as shown under 24 CFR 576,100(A) as described in Exhibit A, Section 2 ESG funds for a Contractor or Service Provider.
 - 41) "Unit of General-Purpose Local Government" refer to 19 above. 24 CFR 576.2.
 - 42) "Written Standards" means the standards, policies, and procedures adopted by an Administrative Entity for providing ESG Eligible Activities pursuant to the requirements of 24 CFR 576.400 (e).

Note: Authority cited: Section 50406(n), Health and Safety Code, Reference: 42 USC 5302, 42 USC 11302, 42 USC 11371, 42 USC 11373, 24 CFR 576.3, 24 CFR 576.400, and CFR 576.2.

3. Eligible Activities

ESG funds awarded to the Contractor shall be used for the Eligible Activities set forth in Exhibits B and D, as permitted under the federal ESG regulations at 24 CFR Part 576. The following additional provisions or requirements shall apply:

- A. For Rapid Re-Housing (RR) and Homelessness Prevention (HP) activities, no

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subpopulation targeting will be permitted, except if documentation of all of the following is provided to the Department prior to the award of funds for these activities and is approved by the Department:

- 1) Evidence that there is an unmet need for these activities for the subpopulation proposed for targeting.
 - 2) Evidence that there is existing funding in the Continuum of Care Service Area for programs that address the needs of the excluded populations for these activities.
- B. Pursuant to 2 CFR 200.414(f) OMB requirements, Contractor may permit homeless service providers receiving ESG funds to charge an indirect cost allocation to their grant. The indirect cost allocation may not exceed ten percent (de-minimis) of the allowable direct costs under the ESG activity unless a higher limit for the indirect cost allocation has been approved by the applicable Federal agency pursuant to OMB requirements. Indirect Costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or activity.
- C. Contractor shall receive a portion of its ESG grant allocation for the payment of administrative costs. The amounts available for administrative activities will be announced in the Annual Action Plan and NOFA.
- D. Rental assistance payments provided as part of an RR or HP activity under 24 CFR Part 576.106 cannot exceed HUD's Fair Market Rent (FMR) as provided under 24 CFR Part 888 and must comply with HUD's standard for rent reasonableness as established under 24 CFR Part 982.507. Contact your HCD representative in the Federal Programs Branch for further assistance.
- E. All provisions of 24 CFR 576 and CCR Title 25, Division 1, Chapter 7 shall apply including, but not limited to the following:
- 1) The maximum allocation spending cap on Emergency Shelter and street outreach activities of 60 percent of the aggregate amount of assistance provided for the contractor established pursuant to 24 CFR 576.100(b).
 - 2) None of the ESG funds provided may be used to require people experiencing homelessness to receive treatment or perform any other prerequisite activities as a condition for receiving shelter.

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- 3) A maximum of 10 percent of the funds provided under this Agreement may be used for Homeless Management Information System (HMIS) activities as set forth in the Annual Action Plan.
- 4) ESG funds shall not be used for Renovation, Conversion, or Major Rehabilitation activities pursuant to 24 CFR 576.102. Minor repairs to an ESG funded Emergency Shelter that do not qualify as Renovation, Conversion, or Major Rehabilitation are an eligible use of ESG funds (25 CCR 8408(d)).
- 5) No less than 40 percent of the total funds available to the Contractor must be awarded to Rapid Re-Housing.
- 6) Administrative Entities partnering with a neighboring Continuum of Care from the Balance of State Allocation must award one hundred percent (100%) of both Service Area formula allocations to Rapid Re-Housing.
- 7) For Rapid Re-Housing and Homelessness prevention activities, no subpopulation targeting will be permitted except if documentation of all of the following is provided to the Department prior to the award of funds for these activities:
 - a) that there is an unmet need for these activities for the subpopulation proposed for targeting, and
 - b) that there is existing funding in the Continuum of Care Service Area for programs that address the needs of the excluded populations for these activities.

4. State Contracting Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03))

All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a 30-day cancellation clause and the following provisions:

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid Program and fiscal delays that would occur if the Agreement were executed after that determination was made.

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- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reduction in funds.
- D. The Department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

5. Sufficiency of Funds and Termination

- A. The Department may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Contractor. Cause shall consist of violations of any terms and/or special conditions of this Agreement; the Federal Statutes; the Federal Regulations; the State Regulations; withdrawal of the Department's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Contractor shall be returned to the Department within 30 days of the Notice of Termination.
- B. This Agreement may have been written before determining the availability of congressional appropriation of funds. It is mutually understood between the parties that this Agreement is written for the mutual benefit of both parties to avoid program and fiscal delays.
- C. This Agreement is valid and enforceable only if sufficient funds are made available to the Department by the United States Government for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statute, regulations or any other laws, whether federal or of the State of California, or of any agency, department, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.
- D. It is mutually agreed that if Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reductions in funds.
- E. The Department has the option to terminate this Agreement under the 30-day

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cancellation clause or to amend this Agreement to reflect any reduction of funds.

- F. Contractor shall administer termination of assistance in accordance with 24 CFR 576.402.

6. Transfers

Contractor may not transfer by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of the Department and a formal amendment to this Agreement to affect such subcontract or novation.

7. Contractors and Service Providers

- A. Contractor, or its Service Providers, shall not enter into any Agreement, written or oral, with any subcontractor without the prior written determination by the Department of the Contractor's eligibility. A Contractor or Service Provider is not eligible to receive grant funds if the subcontractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.
- B. Any party to a third-party agreement between the Contractor Subrecipient or Service Provider, and any contractor or subcontractor hired by the Subrecipient, or Service Provider shall require the contractor or subcontractor, if any, to do the following:
 - 1) Perform the Work in accordance with Federal, State and local housing, and building codes, as applicable.
 - 2) Comply with the labor standards described in this Exhibit, Section 21, as applicable. In addition to the requirements of this Exhibit, all contractors and subcontractors must comply with the provisions of the California Labor Code, as applicable.
 - 3) Comply with the applicable Equal Opportunity Requirements, described in this Exhibit, Section 15.
 - 4) Maintain at least the minimum State-required worker's compensation insurance for those employees who will perform the Work or any part of it.

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- 5) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount to be determined by the Department, which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor or any subcontractor in performing the Work or any part of it. Such insurance shall be endorsed to include a waiver of subrogation rights against the Department its officers, officials, employees, volunteers, agents, and representatives. Such policies shall be written by California licensed insurers with Best ratings of not less than A: VII in the most recent edition of Best Rating Guide.
- 6) Contractor agrees to include all the terms of this Contract in each subcontract and the Department shall have no liability for Subrecipient's failure to comply with this obligation.
- C. The Department reserves the right of pre-award review and approval of all proposed contracts and related procurement documents, such as requests for proposals and invitations for bids, where the subcontract amount exceeds \$25,000.00.

8. Core Practices

- A. All ESG funded activities shall operate in a manner consistent with ESG requirements and perform all services in a competent, professional, and first-class manner and to the satisfaction of the Department.
- B. All Service Providers receiving ESG funds shall take actions to create an effective, welcoming, and affirming environment for all program participants and employees, including, but not limited to, persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions.
- C. The Contractor will establish and implement to the maximum extent practicable and where appropriate, protocols, policies, and procedures for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.
- D. The Contractor will develop and implement procedures to ensure the confidentiality and protection of all records containing personally identifying

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information of any individual or family who applies for and/or receives ESG assistance. Furthermore, the records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, must be protected against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of the shelter.

- E. If ESG funds are used for shelter operations or essential services related to street outreach or emergency shelter, the Contractor will ensure the Service Provider(s) will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long as the Contractor serves the same type of persons (e.g., families with children, unaccompanied youth, veterans, disabled individuals or victims of domestic violence) or persons in the same geographic area.
- F. The Contractor will ensure the Service Providers will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, counseling, supervision, and other services essential for achieving independent living) and other federal, state, local, and private assistance available for such individuals.
- G. If required, the Contractor 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 USC 4601 et seq., as amended and implementing regulations, and HUD Handbook 1378. Subrecipient shall indemnify, defend, and hold the Department harmless from and against any claims, liabilities, damages, or losses made against it by tenants or occupants of the Site, 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.
- H. To the maximum extent practicable the Contractor and its Service Providers, will involve homeless individuals and families, through employment, volunteer services, or otherwise, in constructing, renovating, maintaining and operating facilities assisted under ESG and in providing services for occupants of facilities assisted by ESG.

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EXHIBIT D**9. Shelter and Housing Standards**

Emergency shelters must also meet the minimum safety, sanitation, and privacy standards at 24 CFR 576.403 (b), including but not limited to, accessibility standards in accordance with Section 504 of the Rehabilitation Act (29 USC794) and implementing regulations at 24 CFR part 8, the Fair Housing Act (42 USC 3601 et seq.) and implementing regulations at 24 CFR part 100, Title II of the Americans with Disabilities Act (42 USC 12131 et seq.), and 28 CFR part 35, where applicable.

If Rapid Re-Housing or Homeless Prevention assistance is provided, the assisted housing must meet the minimum habitability standards at 24 CFR 576.403 (c).

10. Inspections

- A. Contractor shall inspect any Work performed hereunder to ensure that the Work is being and has been performed in accordance with the applicable Federal, State and/or local requirements and this Agreement.
- B. The Department reserves the right to inspect any Work performed hereunder to ensure that the Work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
- C. Contractor agrees to require that all non-conforming Work be corrected and to withhold payments to the subrecipient or subcontractor until such Work is corrected.

11. Monitoring Grant Activities

- A. Contractor shall monitor the activities selected and awarded by them to ensure compliance with all ESG requirements. An onsite or desk monitoring of homeless Service Providers shall occur whenever determined necessary by the Contractor but at least once during the grant period.
- B. The Department will monitor the performance of the Contractor based on a risk assessment and according to the terms of this Agreement. The Department may also monitor any Service Providers of the Contractor as the Department deems appropriate based on a risk assessment.
- C. The Department will monitor the performance of Contractor and funded projects based on the performance measures used by HUD in ESG or the (CoC)

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program. In the event that project-level or system-wide performance consistently remains in the lowest quartile compared to all participating Service Areas in the (CoC) allocation, the Department will work collaboratively with the Contractor to develop performance improvement plans which will be incorporated into this Standard Agreement.

- D. If it is determined that a Contractor or any of its Service Providers falsified any certification, application information, financial, or contract report, the Contractor shall be required to immediately reimburse the full amount of the ESG award to the Department and may be prohibited from any further participation in the ESG program. The Department may also impose any other actions permitted under 24 CFR 576.501(c).
- E. As requested by the Department, the Contractor shall submit to the Department all ESG monitoring documentation necessary to ensure that Contractor and its Service Providers are in continued compliance with all ESG requirements. Such documentation requirements and the submission deadline(s) shall be provided by the Department when the information is requested from the Contractor.
- F. Contractor and its Service Providers shall cooperate with the Department and shall make available to the Department all information, documents, and records reasonably requested. Copies of these items will also be made available to the Department upon their request. Subrecipient Contractor shall provide the Department the reasonable right of access to the Site during normal business hours for the purpose of assuring compliance with this Agreement and evaluating the Subrecipient's Contractor's performance.

12. Compliance with Federal and State Laws and Regulations

- A. The Contractor and its Service Providers shall comply with the policies, guidelines and requirements under 2 CFR, Part 200, as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds under this 2 CFR, Part 200.
- B. The Contractor agrees to comply with all federal and state laws and regulations applicable to the ESG Program and to the grant activity(ies), and with any other federal provisions as set forth in this Agreement. The Contractor agrees to comply with all federal and State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all others matters applicable to the Contractor its Service

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Providers or subcontractor and the Work, This includes, but is not limited to, complying with all relevant sections of 2 CFR Part 200.

- C. Contractor shall indemnify, protect, defend, and hold harmless the Department from and against any and all loss, liability, damage, claim, cost, and/or expense (including reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) that result or arises in any way from the noncompliance by Contractor or Service Provider personnel of any applicable local, state, and/or federal law or requirement.

13. Procurement of Goods and Services

Prior to the drawdown of ESG funds for the Contractor's purchase of goods or services, Subrecipient, shall comply with the Procurement Standards contained in 2 CFR 200.317-.326. Contractor when procuring goods with ESG funds, must provide the Department with evidence of compliance with these requirements, as applicable.

14. Procurement of Recovered Materials

Contractor and its Service Providers must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceed \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. Equal Opportunity Requirements and Responsibilities

- A. **Title VI of the Civil Rights Act of 1964, as amended, including 24 CFR Part 1:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance. In regard to the sale or lease of a Site, Contractor 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 State of California and the United States are beneficiaries of and entitled to enforce such

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covenants, Contractor shall enforce such covenant and shall not itself so discriminate.

- B. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act)**: This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.
- C. **Civil Rights Restoration Act of 1987**: This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
- D. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]**: This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
- E. **The Fair Housing Amendment Act of 1988**: This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
- F. **Affirmatively Furthering Fair Housing (AFFH)**: The Fair Housing Act in 1968 prohibits discrimination in the sale, rental, and financing of housing based on race, religion, and national origin. Over time the law expanded its protections to include discrimination based on sex, disability, and familial status. The law also introduced the need to go beyond just prohibiting discrimination to instead creating real housing choice by affirmatively furthering fair housing. In 2018 California adopted AB 686 which expands upon the fair housing requirements and protections outlined in the Fair Employment and Housing Act (FEHA). The duty to affirmatively further fair housing extends to all of a program participant's activities and programs relating to housing and urban development. AB 686 creates new requirements that apply to all housing elements due for revision on

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or after January 1, 2021, Affirmatively Furthering Fair Housing requires taking meaningful actions to combat discrimination, overcome patterns of segregation, and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Jurisdictions must take meaningful actions that when taken together, address significant disparities in housing needs and access to opportunity. Such actions may include, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially or ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. (24 CFR parts 91, 92, 570, 574, 576, and 903)(24 CFR 5.151-24 CFR 5.152)

- 1) For ESG, AFFH requires collecting demographic data for the homeless population and analyzing it to develop more equitable ways to serve the homeless population. Please refer to the 2022 ESG CoC NOFA for additional guidance regarding this process.

- G. **Advancing Racial Equity:** Pursuant to direction from HUD, as provided at the links below, Contractors should prioritize the advancement of racial equity at all levels of the homeless response system. The Department asks Contractors to be leaders in their homeless response systems, facilitating partnerships among service organizations and promoting racial equity practices. Contractors must respond to disproportionality in access to services, service provision, and outcomes. Contractors cannot simply rely on delivering a standardization of services to address equity. Contractors have the responsibility to examine their data to ensure all eligible persons receive equitable services, support, and are served with dignity, respect, and compassion regardless of circumstances, ability, or identity.

The Department recommends that Contractors refer to and utilize the Racial Equity Tools available on the HUD Exchange to inform efforts to advance racial equity within the homeless response system. The tools are currently available at the following link:

<https://www.hudexchange.info/news/new-coc-racial-equity-analysis-tool/>

The Department also encourages Contractors to refer to the Increasing Equity in the Homeless Response System through Expanding Procurement Tool from the HUD Exchange to help guide practices in this area at the following current link:

[Advancing Racial Equity and Fair Housing Learning Brief - HUD Exchange](#)

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- H. **The Housing for Older Persons Act of 1995 (HOPA)**: Retained the requirement that the housing facilities must have one person who is 55 years of age or older living in at least 80 percent of its occupied units. The act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons 55 or older.
- I. **The Age Discrimination Act of 1975, as amended, including 24 CFR Part 146**: This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.
- J. **Section 504 of the Rehabilitation Act of 1973, as amended**: It is unlawful to discriminate based on disability or handicap in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of their disability or handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multifamily dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991. Subrecipient must ensure that its programs are accessible to and usable by persons with disabilities in accordance with the implementing regulations at 24 CFR Part 8.
- K. **The Americans with Disabilities Act of 1990 (ADA), as amended**: This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment by state and local governments and in places of public accommodations and commercial facilities. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment. 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 must be made to assure equality of opportunity, full participation, independent living, and economic self-sufficiency for persons with disabilities.

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- L. **Executive Order 11063, as amended, including 24 CFR 107:** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government. 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.
- M. **Executive Order 11259:** This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
- N. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.
- O. **The Immigration Reform and Control Act (IRCA) of 1986:** Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (19).
- P. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.
- Q. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment

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opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.

- R. **Executive Order 11246, as amended:** This executive order applies to all Grantees, Subrecipients, their contractors, and subcontractors. It provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin.
- S. **24 CFR Part 5, Subpart A:** The requirements at 24 CFR Part 5 are applicable including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a) and the housing counseling requirements at 24 CFR 5.111.

16. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3)

Section 3 Compliance 24 CFR Part 75

The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

Section 3 projects: Section 3 projects mean housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 USC 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 USC 4801 *et seq.*); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851 *et seq.*). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

Definitions:

Contractor means any entity entering into a contract with:

- (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or

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(2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in § 75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 1701u).

Section 3 business concern means:

- (1) A business concern meeting at least one of the following criteria, documented within the last six-month period:
 - (i) It is at least 51 percent owned and controlled by low- or very low-income persons;
 - (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
 - (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

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- (2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
- (3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 project means a project defined in § 75.3(a)(2).

Section 3 worker means:

- (1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
 - (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
 - (ii) The worker is employed by a Section 3 business concern.
 - (iii) The worker is a Youth Build participant.
- (2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.
- (3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

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Targeted Section 3 worker has the meanings provided in Section 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 USC 3226).

Requirements

(A) Employment and training.

- (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
- (2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:
 - (i) Section 3 workers residing within the service area or the neighborhood of the project, and
 - (ii) Participants in YouthBuild programs.

(B) Contracting.

- (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
- (2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:
 - (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
 - (ii) YouthBuild programs.

Reporting

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(A) Reporting of labor hours.

- (1) For Section 3 projects, recipients must report in a manner prescribed by HUD:
 - (i) The total number of labor hours worked;
 - (ii) The total number of labor hours worked by Section 3 workers; and
 - (iii) The total number of labor hours worked by Targeted Section 3 workers.
- (2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to § 75.31.
- (3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.
- (4) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.
- (5) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance-based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(B) Additional reporting if Section 3 benchmarks are not met.

If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in § 75.23, the recipient must report in a form

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prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

If the benchmarks are not met for Section 3 compliance, the Contractor must document their efforts to attract and employ workers that meet section 3 eligibility requirements. Below is a sample list of some of the actions a contractor could take to demonstrate their attempts. Documentation is required so support the actions.

- (1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- (2) Provided training or apprenticeship opportunities.
- (3) Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- (4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- (5) Held one or more job fairs.
- (6) Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- (7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- (8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- (9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- (10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- (11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- (12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- (13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

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- (14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

17. Affirmative Outreach

- A. Contractor or its Service Providers must make known that the use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures the Contractor or its service providers intend to use to make known the availability of its facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability, who may qualify for those facilities and services, the Subrecipient or its service providers must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services.
- B. Contractors and Service Providers must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, Subrecipients and Service Providers are also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.
- C. Equal Access for Disabilities:
 - 1) Contractors must provide a language access plan that makes appropriate accommodations for LEP interpretive services and services that support the visually impaired as required by Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794 (contractors receiving federal financial assistance), in conjunction with section 508 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794d (created the U.S. Access Board to regulate websites, electronic information and communication technology (EICT) accessibility); Section 255, of the Communications Act of 1934, as amended; 24 CFR Part 8, including sections 8.3 and 8.4; and 36 CFR Part 1194, 36 CFR §§ 1194.1, 1194.2, and Appendices B and C to Part 1194 (accessibility standards for disabled to communication technology); see U.S. Access Board website;

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- 2) Achieving Compliance: The California State Dept. of Rehabilitation maintains an Assistive Technology website with resources for services to achieve compliance with recognized standards for non-discriminatory accessibility.

18. Environmental Requirements

- A. By execution of this Agreement, the Contractor agrees to assume responsibility for environmental review, decision-making, and action under 24 CFR Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities" and shall comply with the environmental requirements of 24 CFR Part 58 including §58.4 "Assumption Authority." The obligation of funds and incurring of costs is hereby conditioned upon compliance with 24 CFR Part 58, and completion by HCD of all applicable review and approval requirements.
- B. The Contractor, its Service Providers, and any Subcontractors of the Contractor or service provider, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project, or commit or expend ESG or local funds for eligible activities under this part, until the Contractor has performed an environmental review under 24 CFR Part 58 and the Contractor has received HCD approval if required by the level of environmental review.
- C. In accordance with 24 CFR 58.22, "Limitations on activities pending clearance" neither a Contractor nor any Service Provider 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 CFR Section 58.1(b) on an activity or project until the environmental review process is complete and if required, HCD has approved the Contractor's HUD Form 7015.5 "Request for Release of Funds and Certification" (RROF) and issued HUD Form 7015.16, "Authority to Use Grant Funds". Neither a Contractor nor any Service Provider 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, HCD shall notify Contractor. HUD funds shall not be utilized before this requirement is satisfied. Violation of 24 CFR Part 58 may result in disapproval, modification, or cancellation of the ESG Grant.
- D. If a project or activity is exempt under 24 CFR § 58.34, "Exempt activities" or is categorically excluded (except in extraordinary circumstances) under 24 CFR § 58.35(b) "Categorical exclusions not subject to §58.5", no RROF is required,

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and the recipient may undertake the activity immediately after the Contractor has provided documentation to HCD of its determination that each activity or project is exempt or categorically excluded. The Contractor remains responsible for carrying out any applicable requirements under §58.6, "Other Requirements" and must provide documentation to HCD at the time of grant monitoring of its compliance with this section of 24 CFR Part 58.

- E. By execution of this Agreement, the Contractor is also subject to the provisions of the California Environmental Quality Act (CEQA). Contractor assumes responsibility to fully comply with CEQA's requirements regarding the Work.

19. Clean Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 5050, as amended from time to time.

20. Lead-Based Paint Hazards

The assistance provided under this Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821 – 4845), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851 - 4856). Activities performed with the assistance provided under this Agreement are subject to 24 CFR, Part 35.

21. Labor Standards

- A. Pursuant to 24 USC 576.107 (e.) Davis-Bacon Act does not apply to the ESG program.
- B. Federal Regulations see The Fair Labor Standards Act (FLSA) 29 USC §§ 201-219

22. Matching Funds

The matching requirements of 24 CFR 576.201 shall apply to this activity. The Department requires the Subrecipient to provide a 1:1 match for all ESG expenditures. The eligible forms of matching contributions are defined at 24 CFR 576.201(d). Program

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income may be used as matching contributions, subject to the requirements at 24 CFR 576.201.

23. Assurance of Compliance with the “Violence Against Women Reauthorization Act of 2022” (VAWA) (S.3623 - 117th Congress (2021-2022) (as amended or reauthorized) Title VI - Safe Homes for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking – Sec. 601-603, See also 81 FR 80803, Nov16, 2016.

VAWA provides housing protections for survivors of domestic and dating violence, sexual assault, and stalking when it comes to finding and keeping a home, they can feel safe in. VAWA applies for all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, and which must be applied consistently with all nondiscrimination and fair housing requirements. VAWA now expands housing protections to HUD programs beyond HUD’s public housing program and HUD’s tenant-based and project-based Section 8 programs. VAWA now provides enhanced protections and options for victims of domestic violence, dating violence, sexual assault, and stalking. During the performance of this Agreement, the HOME Recipient shall ensure that all requirements of VAWA are complied with, including but not limited to:

- A. Domestic Violence survivors are not denied assistance as an applicant, or evicted or have assistance terminated as a tenant, because the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, and stalking.
- B. It will implement an ‘emergency transfer plan’, which allows for domestic violence survivors to move to another safe and available unit if they fear for their life and safety.
- C. It will provide “Protections against denials, terminations, and evictions that directly result from being a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.”
- D. It will implement a ‘Low-barrier certification process’ where a domestic violence survivor need only to self-certify in order to document the domestic violence, dating violence, sexual assault, or stalking, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections needed to keep themselves safe.

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EXHIBIT D**24. Liability Insurance**

Unless otherwise approved in writing, Contractor shall have and maintain in full force and effect during the term(s) of this Agreement liability insurance in an amount of not less than \$1,000,000.00 per occurrence with the Department named as an additional insured. Prior to drawdown of funds, Contractor shall provide a valid certificate of insurance to the Department's Program Representative for review and approval.

25. Reporting and Recordkeeping

- A. Contractor shall keep and maintain records providing a full description of the activity(ies) undertaken. These include but are not limited to the following:
- 1) Records demonstrating that the activity(ies) meet the Emergency Solutions Grant program's national objective for which the ESG Grant is being provided;
 - 2) Records demonstrating the eligibility of the activities constituting the eligible program expenses;
 - 3) Records demonstrating compliance with this Agreement and the ESG Requirements;
 - 4) Data demonstrating client eligibility for services provided including the name, income level, family size of each client and other information for determining eligibility.
- B. A record of the services provided to each client, and such other records as may be reasonably required by the Department to allow the Department to evaluate the Contractor's operation of the program and compliance with the ESG Program and this Agreement.
- C. Records that allow the Department to comply with the Department's record keeping and reporting under the ESG Requirements. Contractor shall provide records that identify and account for the use of the ESG Grant proceeds and expenditures of all eligible program costs pertaining to this Agreement. Including without limitation, the records specified in 24 CFR 576.500, as they pertain to the activities under this Agreement.

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- D. Books and records pertaining to the eligible program expenses shall be kept and prepared in accordance with generally accepted accounting principles or as otherwise required by HCD.
- E. By July 31 of each year, Contractor shall submit an Annual Performance Report to the Department. In accordance with federal reporting requirements, the report will include, but will not be limited to, beneficiary data, Minority Owned Business/Women Owned Business (MBE/WBE) data, and Section 3 data, if applicable.
- F. Contractor shall submit a Request for Funds (RFF) and Detailed Expense Report (DER) in a manner and format approved by the Department within thirty (30) days after the end of the State Mandated reporting period. Compliance reports shall be submitted as specified by the Department. Close-out-of-grant progress reports shall be submitted within sixty (60) days after the end of the reporting period.
- G. Contractor shall manage and maintain all client data information using a Homeless Management Information System (HMIS) or comparable data system (defined as a separate data system that collects required HMIS and ESG data elements and complies with HUD Data and Technical Standards).
- H. Contractor shall maintain all fiscal and program records pertaining to the ESG Grant for a period of five (5) years after the Department closes its HUD grant or any other period specified in 24 CFR 576.500 (y).
 - 1) NOTE: Record retention is based on *the Department's HUD closing date; NOT five (5) years from this Agreement expiration.* The retention requirement can extend beyond five (5) years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement.
- I. Contractor shall submit required reports on forms approved by the Department.

26. Audit/Retention and Inspection of Records

- A. Contractor agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Principles, per 2 CFR 200.49 Contractor agrees that the Department, the Department of General Services, the Bureau of State Audits, the Department of Housing and Urban Development, or their designated

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representatives, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for five (5) years after the Department closes its HUD grant or any other period specified in 24 CFR 576.500 (y).

NOTE: Record retention is based on *the Department's HUD closing date; NOT five (5) years from this Agreement expiration.* The retention requirement can extend beyond five (5) years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement.

- B. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the Department to audit records and interview staff in any subcontract related to performance of this Agreement.
- C. Contractor receives federal funds that, in the aggregate, equal or exceed the threshold identified in the Uniform Administrative Requirements, the Contractor must have an annual single audit in compliance with the Single Audit Act of 1984, as amended and comply with 2 CFR Part 200, Subpart F. The audit shall be performed by a qualified State, local or independent auditor. Contractor shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for audit shall include a clause which permits access by the Department to the independent auditor's working papers. Audits shall be submitted to the Department when completed but no later than nine months following the close of the fiscal year. Contractor shall take corrective actions on any issues noted during the audit within six months of the date of receipt of the reports. HCD shall consider sanctions as described in 2 CFR 200.505 if the Contractor is not in compliance with these audit requirements.
- D. Contractor, its Service Providers, and their subcontractors shall comply with the audit requirements contained in 2 CFR Part 200.

27. Faith-Based Activities

Contractor and its Service Providers shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or

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philosophical ritual, service, meeting, or rite. Contractor and its Service Providers listed shall also comply with the requirements of 24 CFR 576.406 of the Federal Regulations.

28. Interest of Members, Officers or Employees of Contractors, Members of Local Governing Body

Pursuant to 24 CFR 576.404, in addition to the conflict-of-interest requirements in 2 CFR 200, no person:

- A. Who is an employee, agent, consultant, officer or elected or appointed official of the Contractor (or of any designated public agency); and,
- B. Who exercises or has exercised any functions or responsibilities with respect to assisted activities; or,
- C. Who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for 1 year thereafter. HUD may grant an exception to this exclusion as provided in 24 CFR 570.611 (d) and (e).
- D. Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the selection, award, and/or administration of contracts supported by Federal funds to ensure no conflict of interest, real or apparent, would be involved.

29. Anti-Lobbying Certification

- A. The Contractor shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant and that all Service Providers 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.
- B. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and no more than \$100,000.00 for such failure.

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- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) 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.

30. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. Failure of the Department to enforce the provisions of this Agreement or required performance by the Contractor of these provisions, at any time, shall in no way be construed to be a waiver of such provisions, nor affect the validity of this Agreement, or the right of the Department, to enforce these provisions.

31. Litigation

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

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EXHIBIT D**32. Sanctions**

The Department may impose sanctions, as well as any other remedies available to it under law, on Contractor or its Service Providers, for failure to abide by any State and Federal laws and regulations applicable to the ESG Program. Such sanctions include:

- A. Conditioning a future grant on compliance with specific laws of regulations;
- B. Directing Contractor or its Service Providers to stop incurring costs under the current grant;
- C. Requiring that some or the entire grant amount is remitted to the Department;
- D. Reducing or disencumbering some or all of the amount of grant funds Contractor would otherwise be entitled to receive;
- E. Electing not to award future grant funds to Contractor unless and until appropriate actions are taken by the Contractor to ensure compliance; and/or,
- F. Taking any other actions permitted pursuant to 24 CFR 576.501.

33. Drug-Free Workplace Requirements

The Contractor shall comply with and be subject to the requirements of the federal drug-free workplace requirements, which include the following actions be taken:

- A. 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.
- B. Establishing an ongoing drug-free awareness program to inform employees about: (i) the dangers of drug abuse in the workplace; (ii) the Contractor's policy of maintaining a drug-free workplace; (iii) any available drug counseling, rehabilitation, and employee assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

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- C. Contractor and their Service Providers shall maintain a drug free environment on the Site. Contractor and their Service Providers pledge to the Department that all persons working or residing on the Site shall not unlawfully manufacture, distribute, dispense, possess, or use controlled substances, as said term is defined in 21 USC Section 812 and California Health and Safety Code Section 11007 (or successor statutes), including marijuana, heroin, cocaine, and amphetamines on the Site. If Contractor or any person working or residing on the Site is convicted or pleads guilty or *nolo contendere* to a charge of unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances on the Site, then such event shall constitute a default of this Agreement.

34. Area-wide System Coordination Requirements

The Contractor and their Service Providers agree to participate in the Homeless Management Information System ("HMIS"), or comparable database, pursuant to 24 CFR 576.107. Contractor must ensure that data on all persons served, and all activities assisted under ESG are entered into the applicable community wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. Contractor shall coordinate and integrate, to the maximum extent practicable, ESG funded activities with mainstream housing, health, social services, employment education, and youth programs targeted to homeless people in the area covered by the Continuum of Care ("CoC") or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for the area as set forth at 24 CFR 576.400(b) and (c). Furthermore, Contractor understands they are required by federal law to provide for the participation of at least one homeless or formerly homeless person(s) in a policy-making function within the organization as required in 24 CFR 576.405. This might include, for example, involvement of a homeless or formerly homeless person on the Board of Directors or similar entity that considers and sets policy or makes decisions for Contractor. The Contractor also agrees that to the maximum extent practicable, they will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under this Agreement as listed in 24 CFR 576.405 in accordance with 42 USC 11375(d) and 42 USC 11375(c)(7).

35. Evaluation of Program Participant Eligibility and Needs

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Pursuant to 24 CFR 576.401, Contractor and their Service Providers shall conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under Section 576.400(d) and the written standards established under Section 576.400(e).

35. False, Fictitious or Fraudulent Claims:

Warning: Any person who knowingly makes a false claim or statement to HUD or the Department may be subject to civil or criminal penalties under 18 USC 287, 1001 and 31 USC 3729.

A. Detecting, Preventing, and Reporting FRAUD

- 1) Fraud is a white-collar crime that has a devastating effect on the ESG program because the ESG program beneficiaries are victims of this crime when the ESG program is abused.
- 2) HCD wants to stop any criminal assault on the ESG program it administers, and in doing so all ESG funds go to people it was designed to help and improve their living conditions.

B. Combatting Fraud

- 1) The U.S. Department of Housing and Urban Development (HUD) Office of Inspector General (OIG) is committed to protecting HUD's programs, operations, and beneficiaries from dishonest individuals and organizations.
- 2) HUD cannot combat fraud alone.
- 3) HUD relies on HCD and ESG NOFA applicants to combat ESG program fraud. HUD also relies on applicants for, and people receiving, HUD benefits, such as tenants receiving rental assistance, borrowers with HUD insured loans, or citizens having their communities restored using HUD grants.

Program Name: Emergency Solutions Grants Program (ESG)
Continuum of Care (AE) Allocation
NOFA Dates: 6/13/2022
Approve Date: 6/12/2023
Prep. Date: 6/15/2023

EXHIBIT D

- 4) The HUD OIG Hotline number is 1-800-347-3735, this is the primary means to submit allegations of fraud, waste, abuse, mismanagement, or Whistleblower related matters for the ESG program to the Office of Inspector General.
- 5) HUD OIG accepts reports of fraud, waste, abuse, or mismanagement in the ESG program from HUD employees, anyone administering the ESG program, anyone working in the ESG program, contractors, and the public.
- 6) You can report mismanagement or violations of law, rules, or regulations by HUD employees or program participants.
- 7) Fraud, Waste and Abuse in the ESG program and its operation may be reported in one of the following four (4) ways:

E-mail to: hotline@hudoig.gov

By Phone: Call toll free: 1-800-347-3735

By Fax: 202-708-4829

By Mail: Department of Housing & Urban Development.

HUD OIG, Office of Investigation, Room 1200

Field Office

One Sansome Street
San Francisco, CA 94104
[\(213\) 534-2518](tel:(213)534-2518)

HUD OIG, Office of Investigation

Suite 4070

Regional Office

300 North Los Angeles Street
Los Angeles, CA 90012
[\(213\) 534-2518](tel:(213)534-2518)

Program Name: Emergency Solutions Grants Program (ESG)
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EXHIBIT E

PROJECT SPECIFIC PROVISIONS AND SPECIAL TERMS AND CONDITIONS

1. Project Specific Provisions

The following are project specific terms and conditions (referred to as enumerated provision(s) for ease of reference in prior exhibits) as result of application submitted in response to the ESG NOFA dated June 13, 2022, shall inform the references made to project specific information not contained in prior exhibits.

Provision Ex. A – E.1 (Scope of Work – As referenced in Exhibit, Section 2)

Contractor Name	Total Award Allocation
County of Riverside	\$312,602

For the purposes of performing the Work, the Department agrees to provide the amount shown above. In no instance shall the Department be liable for any costs for Work in excess of this amount, nor for any unauthorized or ineligible costs, The ESG Recipient agrees to administer this allocation in accordance with the provisions of 24 CFR 576 and Part 91 and the ESG State Regulations, Title 25, Division 1, Chapter 7.

Provision Ex. A – E.2 (Term of Agreement and Deadlines – (As referenced in Exhibit A, Section 4)

- A. This Contract will **expire** on: December 27, 2024
- B. All Program funds shall be **expended** by: November 7, 2024

Provision Ex. A – E.3 (Expenditure Milestone Requirements - As referenced in Exhibit A, Section 4 (G))

Percentage of ESG Award that must be expended	Milestone Deadline
20%	120 days after execution of contract
50%	180 days prior to expenditure deadline
80%	60 days prior to expenditure deadline

Emergency Solutions Grants Program (ESG)
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EXHIBIT E

Provision Ex. A – E.4 (Contractor’s Contract Coordinators - As referenced in Exhibit A, Section 9)

Authorized Representative Name	Heidi Marshall
Authorized Representative Title	Director, Riverside County Department of Housing and Workforce Solutions
Agency Name	County of Riverside
Address	3403 10th Street, Suite 300 Riverside, CA 92501
Phone No.	951-955-1309
Email Address	Hmarshall@rivco.org

Provision Ex. B – E.1 (Budget Detail and Payment Provisions - As referenced in Exhibit B, Section 1)

Rapid Re-Housing Assistance	\$ 121,362
Street Outreach	\$ 182,042
Grant Administration	\$ 9,198
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TOTAL GRANT AWARD AMOUNT:	\$ 312,602

2. Special Terms and Conditions

The following Special Conditions are applicable to this Standard Agreement and shall control notwithstanding anything to the contrary herein:

[INSERT SPECIAL CONDITIONS]

Emergency Solutions Grants Program (ESG)
 Continuum of Care (AE) Allocation
 NOFA Date: 6/13/2022
 Approved Date: 6/12/2023
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