

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



ITEM: 3.35  
(ID # 24578)

**MEETING DATE:**  
Tuesday, June 04, 2024

**FROM :** PUBLIC SOCIAL SERVICES

**SUBJECT:** DEPARTMENT OF PUBLIC SOCIAL SERVICES: Approval of the State of California Community Care Expansion Preservation Program Subrecipient and Right of Entry Template Agreements for both the Operating Subsidy Program and Capital Preservation and Delegation of Authority to the Director of Public Social Services to Execute Such Agreements; All Districts. [Total Aggregate Cost: \$8,829,642; 100% State Funding]

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

1. Approve the attached template agreements for the Community Care Expansion Preservation Program substantially in form:
  - a. Subrecipient Agreement for Capital Projects template;
  - b. Subrecipient Agreement for Operating Subsidy Payments template;
  - c. Right of Entry Agreement for Pre-Award Inspection template for both Subrecipient Agreements; and,
  - d. Right of Entry Agreement for Post-Award Inspection template for both Subrecipient Agreements.

Continued on Page 2

**ACTION:**Policy

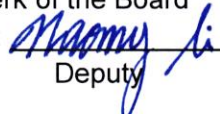
  
Charity Douglas, DPSS Director 4/24/2024

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**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: June 4, 2024  
xc: DPSS

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

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

2. Authorize the current and any subsequent Director of Public Social Services, or designee, to execute individual Subrecipient Agreements and Amendments, substantially conforming in form and substance to the template and as approved by County Counsel, with the subrecipients, for the service projects in an amount that does not exceed the funding amount as set forth in the State issued All County Welfare Directors Letters;
3. Authorize the current and any subsequent DPSS Facilities Manager, or designee, to execute individual Right of Entry Agreements and Amendments, substantially conforming in form and substance to the template and as approved by County Counsel;
4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding, to issue Purchase Orders, for any goods and/or services rendered, for the Community Care Expansion Program through the term of the contract that do not exceed the total aggregate amount of \$8,829,642.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$8,829,642	\$0	\$8,829,642	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: 100% State Funding</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 23/24-28/29</b>	

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

**BACKGROUND:**

**Summary**

California has a shortage of adult and senior care facilities (e.g., Adult Residential Facilities (ARFs) and Residential Care Facilities for the Elderly (RCFEs)) that accept individuals receiving or applying for Supplemental Security Income/State Supplementary Payment (SSI/SSP), Cash Assistance Program for Immigrants (CAPI), including those who are experiencing or at risk of homelessness. The Community Care Expansion (CCE) program was established by Assembly Bill (AB) 172 (Chapter 696, Statutes of 2021) to fund capital projects and promote the sustainability of residential adult and senior care facilities and to address historic gaps in the long-term care continuum.

On Tuesday, December 6, 2022, the Board of Supervisors approved Item #3.16 to accept the California Department of Social Services (CDSS) allocation for the Community Care Expansion (CCE) Preservation Program in the amount of \$6,621,335 and up to \$4,966,001 in additional compensation. On December 14, 2022, CDSS issued an All County Welfare Directors Letter offering additional funding for the CCE Program. The Operating Subsidy Payments Program (OSP) funding increased by \$1,797,978 from \$1,779,052 to \$3,577,030. The Capital Projects

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

Program (CP) funding did not increase. This increased the total funding for CCE to \$8,419,313. On April 7, 2023, CDSS issued another All County Welfare Directors Letter offering additional funding for the Operating Subsidy Payments Program (OSP) and the Capital Projects Program (CP). The OSP funding increased by \$223,521 and CP funding increased by \$186,808, bringing the current total funding for CCE to \$8,829,642.

There are over 900 adult and senior care facilities throughout the County of Riverside and DPSS has identified several that may benefit from this funding. The goal is to partner with local Adult Residential Facilities and Residential Care Facilities for the elderly to preserve and avoid their closure, as well as to increase the acceptance of new qualified residents, including the prioritized population of the Department of Public Social Services (DPSS).

The recommended actions would delegate signature authority to the current or any subsequent Director of Public Social Services, or designee, for Community Care Expansion Preservation Program Subrecipient Agreements and Right of Entry Agreements that have been approved by County Counsel.

**Impact on Residents and Businesses**

The delegation of signature authority to sign these specific agreements will improve operational efficiency and save resources, reducing document processing time and improving DPSS' delivery of services.

**Additional Fiscal Information**

The Community Care Expansion Preservation Program will be covered 100% by state funding. There is no impact to the General Fund.

**ATTACHMENTS:**

- Attachment A: Subrecipient Agreements for Capital Projects (CP)**
- Attachment B: Subrecipient Agreements for Operating Subsidy Payments (OSP)**
- Attachment C: Right of Entry Agreement for Pre-Award Inspection**
- Attachment D: Right of Entry Agreement for Post-Award Inspection.**
- Attachment E: FY 22/23 CCE Preservation Program Award Letter**

  
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Meghan Hahn, Director of Procurement 5/13/2024

  
\_\_\_\_\_  
Gregg Gu, Chief of Deputy County Counsel 5/23/2024

AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE

AND

Subrecipient

FOR

COMMUNITY CARE EXPANSION (CCE) PRESERVATION SERVICES – Capital Projects

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THIS AGREEMENT, is made as of the date last below written between the County of Riverside, a political subdivision of the state of California (herein called the "COUNTY") and the licensed residential [adult or senior care] facility, XXXX (herein called the "SUBRECIPIENT").

WHEREAS, California Assembly Bill 172 (Chapter 696, Statutes of 2021) ("AB 172") added sections 18999.97-18999.98 to the Welfare and Institutions Code, providing the statutory basis for the Community Care Expansion (CCE) Preservation Program and California Senate Bill 129 (Chapter 69, Statutes of 2021), the Budget Act of 2021, and California Assembly Bill 178 (Chapter 45, Statutes of 2022), Budget Act of 2022, provide the funding for the CCE Program.

WHEREAS, the primary objectives of the CCE Preservation Program are to provide funding for rehabilitation to preserve residential adult and senior care facilities that serve Supplemental Security Income (SSI), State Supplementary Payment (SSP), and Cash Assistance Program for Immigrants (CAPI) applicants and recipients, including the prioritized pollution of qualified residents who are experiencing or at risk of homelessness.

WHEREAS, the COUNTY has been allocated funds for capital projects from the State of California, California Department of Social Services (CDSS), Community Care Expansion Preservation Program. Funds can only be applied to physical repairs and upgrades on an approved facility's property or to fund repairs needed to ensure facilities are compliant with licensing standards.

WHEREAS, the COUNTY has determined that the SUBRECIPIENT meets the eligibility criteria identified in Section 6 below.

WHEREAS, the SUBRECIPIENT has submitted its application to the COUNTY for CCE Preservation Program funding of the CAPITAL PROJECTS activities described herein, and said project is located within the County of Riverside.

NOW, THEREFORE, the COUNTY and SUBRECIPIENT mutually agree as follows:

**1. Definitions**

- a. "Adult Residential Facility" (ARF) refers to any facility of any capacity that provides 24-hour-a-day nonmedical care and supervision to the following: (A) persons 18 years of age through 59 years of age; and (B) persons 60 years of age and older only in accordance with Section 85068.4 of Title 22 of the California Code of Regulations Section 80001.
- b. "AGREEMENT" refers to the terms and conditions, schedules, and attachments included herein.
- c. "California Prevailing Wage" refers to the standards set forth in Labor Code section 1773. (Labor Code section 1770). Except for "public works," "projects" of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. (Labor Code section 1771). Prevailing wage is applicable only to work performed under contract, including contracts let for maintenance work, and is not applicable to work carried out by a public agency with its own forces.
- d. "CAPITAL PROJECTS" physical repairs and upgrades on an approved facility's property or to fund repairs needed to ensure facilities are compliant with licensing standards.
- e. "CCLD" refers to Community Care Licensing Division.
- f. "CDSS" refers to the California Department of Social Services.

- g. "COUNTY" refers to the County of Riverside.
- h. "Effective Date" refers to date of execution.
- ~~i.~~ "Residential Care Facility For The Elderly" (RCFE) refers to a housing arrangement
- i. chosen voluntarily by the resident, the resident's guardian, conservator or other responsible person; where 75 percent of the residents are sixty years of age or older and where varying levels of care and supervision are provided, as agreed to at time of admission or as determined necessary at subsequent times of reappraisal. Any younger residents must have needs compatible with other residents, in accordance with Title 22 of the California Code of Regulations Section 87101."
- j. "SUBRECIPIENT" refers to the applicant of the CCE Preservation Program funding a non-federal entity that receives a subaward from a pass-through entity to carry out a part of a federal program; but does not include an individual that is a beneficiary of such program.

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**2. Period of Performance**

- a. This Agreement shall be effective upon execution ("Effective Date") and continue through September 30, 2028, unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter.

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**3. Description of Services**

- a. Pursuant to the requirements of the Community Care Expansion Preservation (CCE) Program and CDSS guidelines, SUBRECIPIENTS are to use their allocation of program funds to preserve the number of Qualified Residents (defined below) by funding capital projects that address critical repairs, required upgrades, and ensuring compliance with licensing standards with the goal of preventing closures and preserving beds.
  - i. A "qualified resident" is defined as an applicant or recipient of the Supplemental Security Income/State Supplementary Payment (SSI/SSP) pursuant to Subchapter 16 (commencing with Section 1381) of Chapter 7 of Title 42 of the United States Code and Welfare and Institutions Code (WIC) section 12000 et seq., and applicants or recipients of the Cash Assistance Program for Immigrants (CAPI) pursuant to WIC section 18937 et seq., who need the care and supervision that is provided by the licensed facility that receives the grant. "Qualified resident" shall not include an SSI/SSP or CAPI applicant or recipient who is receiving services through a regional center.
  - ii. Excluded CP ~~f~~Facility costs include foundations for leased properties, projects that would expand or create a new usable space that would increase the square footage of the facility (see the CCE Capital Expansion RFA on the [Improving California's Infrastructure website](#)), provision of services, and operating costs (facilities should apply for OSP funds if they have operating cost needs).

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**4. Termination**

- a. COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on SUBRECIPIENT stating the extent and effective date of termination.
- b. COUNTY shall have the right, in its sole discretion and without prejudice to any other rights and remedies it may have under applicable law, to terminate this Agreement immediately upon notice of such termination to the SUBRECIPIENT, if:
  - i. An Event of Default occurs. The following events shall constitute events of default under this Agreement:
    - 1. If SUBRECIPIENT no longer operates the property as a licensed Adult Residential Care Facility or Residential Care Facility for the Elderly;
    - 2. If a transfer of ownership of the facility occurs without the prior written consent of the COUNTY;
    - 3. Upon refinancing of any debt that is secured by a lien on the property without the prior written consent of the COUNTY;
    - 4. Breach of any term of this Agreement;

- 5. Any interference or obstruction by the SUBRECIPIENT that prevents the timely completion of the work;
- 6. If the property is mortgaged and the subrecipient defaults on their mortgage.
- ii. Three (3) written, breaches or defaults by the SUBRECIPIENT of the terms and conditions of this Agreement (whether the same or different) occur within any twelve-month period, regardless of whether any or all such violations, breaches or defaults are timely corrected;
- iii. The SUBRECIPIENT files a petition in bankruptcy or is adjudicated by a court of competent jurisdiction to be bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or if the SUBRECIPIENT discontinues or dissolves its business or if a receiver is appointed for the SUBRECIPIENT or the SUBRECIPIENT'S business; or
- iv. SUBRECIPIENT fails to provide COUNTY with adequate assurances within a reasonable time that SUBRECIPIENT is financially solvent, or COUNTY determines that SUBRECIPIENT is financially insecure.
- c. Notwithstanding the foregoing, or anything to the contrary stated herein, COUNTY may terminate this Agreement upon thirty (30) days' notice if COUNTY is directed by CDSS to terminate this Agreement.
- d. Upon termination of this Agreement for any reason, neither COUNTY nor CDSS shall be liable for any work that is not performed in accordance with the Agreement or for any commitments made by the COUNTY to any SUBRECIPIENT. Upon any termination, neither COUNTY nor CDSS shall be responsible for any additional disbursements of program funds after the termination date or for any damages to the SUBRECIPIENT as a result of such termination.
- e. The COUNTY will record a Request for Special Notice against the property pursuant to Civil Code 2924b.

5. **Scope of Work**

- a. Both COUNTY and SUBRECIPIENT have reviewed and approved the Scope of Work to be performed on the property pursuant to this Agreement and the Scope of Work (Exhibit A).
- b. The property shall be repaired in accordance with and within the limitations established in the Scope of Work (Exhibit A) and subsequent plans and specifications approved by the COUNTY pursuant to this Agreement and permits issued by the COUNTY and/or any other governmental entity with jurisdiction over the work.

6. **Program Grant Terms**

~~a. a.~~ The program funds from the COUNTY shall be used to pay all costs for the work set forth in the Scope of Work (Exhibit A). The COUNTY shall reimburse the SUBRECIPIENT for expenses incurred.

~~a.~~

~~b. b.~~ To receive CP funding, facilities must meet the following eligibility criteria:

~~b.~~

~~i. 1.~~ Be an existing licensed Adult Residential Facility (ARF), as defined in Title 22, section 80001(a)(5) of the California Code of Regulations; Residential Care Facility for the Elderly (RCFE), as defined in Title 22, section 87101(r)(5) of the California Code of Regulations; or Residential Care Facility for the Chronically Ill (RCFCI), as defined in Title 22, section 87801(r)(5) of the California Code of Regulations; ~~Be an existing licensed Adult Residential Facility (ARF), as defined in Title 22, section 80001(a)(5) of the California Code of Regulations; Residential Care Facility for the Elderly (RCFE), as defined in Title 22, section 87101(r)(5) of the California Code of Regulations; or Residential Care Facility for the Chronically Ill (RCFCI), as defined in Title 22, section 87801(r)(5) of the California Code of Regulations;~~

~~i.~~

~~ii. 2.~~ Currently serve at least one ~~qualified resident~~ qualified resident;

~~ii.~~

~~iii. 3.~~ Be in good standing with Community Care Licensing Division (CCLD) or certify that the capital projects funding will bring them into good standing, defined as licensees in "substantial compliance" with licensing statues and regulations per Title 22, sections 80001(s)(8), 81001(s)(8), 87101(s)(9), and 87801(s)(7) of the California Code of Regulations ~~Be in good standing with CCLD or certify that the~~

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~~capital project funds will bring them into good standing, defined as licensees in "substantial compliance" with licensing statues and regulations per Title 22, sections 80001(c)(8), 81001(c)(8), 87101(c)(9), and 87801(c)(7) of the California Code of Regulations; and~~

~~iii.~~

~~iv. 4.~~ Have a critical gap in their financial ability to make the needed repairs or upgrades, placing the facility at risk of closure or at risk of reducing the number of beds for qualified residents.

~~iv.~~

~~v. 5.~~ The COUNTY shall require facilities receiving CP funds to include a deed restriction of 5 years or more (depending on the amount of CP funds received) on the property that the facility be used to provide licensed adult and senior residential care (Exhibit E). If SUBRECIPIENT leases the facility or property, the deed restriction must be signed by both the SUBRECIPIENT and the owner of the fee interest in the property and recorded against both the fee interest in the property and the leasehold. The deed restriction shall be executed simultaneously with this Agreement. County will subsequently record the deed restriction within ten (10) days of the Effective Date.

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## 7. Use Restrictions

- a. In consideration for the program funds, SUBRECIPIENT shall continue to serve Qualified Residents for the Period of Performance of the Subrecipient Agreement Term, prioritize applications from Qualified Residents, and remain in good standing with CCLD.
- b. In addition, during the Program Grant Term, any transfer (defined below) by SUBRECIPIENT shall be prohibited without the written approval of COUNTY in its sole discretion, except as otherwise set forth herein.
- c. If the County approves a transfer, the transfer shall be subject to this Agreement.
- d. The term "Transfer" used herein shall mean the sale, assignment, conveyance, lease, or transfer, voluntary or involuntary, of any interest in the property, including an unpermitted financing or refinancing of the property. Without limiting the generality of the foregoing, Transfer shall include:
  - i. A transfer by devise, inheritance or intestacy to a party who does not meet the definition of a licensed Adult Residential Facility or Residential Care Facility for the Elderly.
  - ii. A life estate
  - iii. Creation of a joint tenancy interest
  - iv. A gift of all or any portion of the property
  - v. Any voluntary conveyance of the property
  - vi. A refinance of any mortgage loan encumbering the property not approved in writing by the COUNTY.Transfer shall not include a Permitted Transfer.
- e. Facilities vendored by regional centers are not eligible for CP funds.
- f. Pursuant to a deed restriction (Exhibit E), the facility receiving CP funds shall solely be used to provide licensed adult and senior residential care for a minimum of 5 years.

## 8. Construction of the Project

- a. No later than 45 days after the Effective Date, SUBRECIPIENT shall promptly begin and/or permit to begin and thereafter diligently prosecute to completion and/or cause the completion of construction of the work as provided in the Scope of Work (Exhibit A). SUBRECIPIENT shall permit completion of construction no later than 60 days after the Effective Date of this Agreement, with such reasonable extensions of said times as may be granted by the COUNTY as provided herein.
- b. SUBRECIPIENT will be responsible for selecting a licensed contractor to construct the work.
- c. COUNTY shall have the right to hold a project walk-through at the property pursuant to the Right of Entry Agreement (Exhibit F).
- d. SUBRECIPIENT shall permit the construction of the work to be carried out in compliance with all applicable laws, including, but not limited to applicable federal and state occupational, safety and health standards; nondiscrimination requirements; and accessibility for the disabled.

- e. The SUBRECIPIENT is responsible for ensuring contractor(s) comply with California Prevailing Wage laws (California Labor Code section 1720 et seq.), all permitting requirements of the local jurisdiction, and any other governmental or program requirements.
- f. The SUBRECIPIENT is responsible for ensuring, as applicable, all projects comply with federal and state laws pertaining to relocation assistance and protections that must be provided to people who move as a result of government-funded projects (California Government Code (GOV) sections 7260-7277; 42 U.S.C. section 4601 et seq.).
- g. All SUBRECIPIENTS receiving program funds for capital projects undertaking a construction project costing more than one million dollars (\$1,000,000) shall obtain payment and performance bonds. Any exception to the requirement to obtain payment and performance bonds must be approved by COUNTY.

**9. Pre-Construction Conference**

- a. After awarding the work, SUBRECIPIENT shall coordinate a pre-construction conference between COUNTY, SUBRECIPIENT, and the Contractor to review the finalized labor and materials needed for the work. Any changes to the finalized work shall be in writing and mutually agreed upon by the COUNTY and SUBRECIPIENT.

**10. Notice to Proceed**

- a. No labor shall be performed for the work until the COUNTY sends a written notice to proceed to SUBRECIPIENT with a copy to the Contractor. The work shall commence within thirty (30) workdays after the notice to proceed is delivered to the Contractor. SUBRECIPIENT shall not initiate nor incur expenses for the CCE-funded project/activity covered under the terms of this Agreement prior to receiving written authorization from COUNTY to proceed.

**11. Disbursement of Funds**

- a. The program funds shall be directly disbursed by COUNTY to the SUBRECIPIENT for project expenses in accordance with the terms of Exhibit B – Payment Provisions.
- b. COUNTY shall retain program funds until completion of the work as determined by the COUNTY and shall make progress payments to SUBRECIPIENT as specifically set forth below of the remaining balance. The term “Completion” shall mean the point in time when all of the following shall have occurred:
  - i. Recordation of a Notice of Completion by Contractor
  - ii. Certification or equivalent by SUBRECIPIENT that work has been completed in a good and workmanlike manner and substantially in accordance with this Agreement and the General Contractor Agreement
  - iii. Payment, settlement or other extinguishment, discharge, release, waiver, bonding or insuring against any mechanic’s liens that have been recorded or stop notices that have been delivered; and
  - iv. The property has been rehabilitated in accordance with this Agreement, the Scope of Work and any other documents pursuant to this Agreement.
- c. COUNTY shall make final payment to SUBRECIPIENT upon Completion and SUBRECIPIENT’S final acceptance and written sign-off for the work, including but not limited to the CCE Project Completion documents provided by the COUNTY to the SUBRECIPIENT.
- d. Without limiting the COUNTY’S disclaimer of responsibility for the construction of the work set forth in Section ~~16XXX~~ below, if SUBRECIPIENT disputes the work performed, SUBRECIPIENT shall submit in writing to Contractor with a copy to COUNTY, within ten (10) calendar days of final inspection, the specific dispute and description of unsatisfactory work. If no dispute in writing is received by the COUNTY and Contractor, the work will be deemed acceptable by SUBRECIPIENT, and payment will be made to SUBRECIPIENT.
- e. The SUBRECIPIENT shall be paid only in accordance with an invoice submitted to COUNTY.
- f. COUNTY shall pay the invoice within forty-five (45) working days from the receipt of the invoice.
- g. Payment shall be made to SUBRECIPIENT only after services have been rendered or delivery of materials or products, and acceptance has been made by SUBRECIPIENT. For this Agreement, send the invoices to:

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Department of Public Social Services  
Fiscal/Management Reporting Unit  
4060 County Circle Dr  
Riverside, CA 92503  
Email: [cce@rivco.org](mailto:cce@rivco.org)

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**12. Method, Time and Conditions of Payment**

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- a. SUBRECIPIENT will be paid the actual amount of each approved monthly invoice. COUNTY may delay payment if the required supporting documentation is not provided, or other requirements are not met.
- b. All payment claims shall be submitted monthly no later than thirty (30) days after the end of each month in which the services were provided. Each payment claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty- five (45) calendar days.
- c. As applicable for payment requests, SUBRECIPIENT shall submit completed DPSS Forms 2076A, 2076B (Exhibit C).
- d. SUBRECIPIENT invoice estimates for May and June are due no later than June 5. Actual SUBRECIPIENT invoices for May and June are due no later than July 30.
- e. Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work (hourly rate and extensions, if applicable); and an invoice total.
  - i. In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.
  - ii. The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears.
  - iii. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify SUBRECIPIENT in writing; and this Agreement shall be deemed terminated, with no further force, and effect.

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**13. Match**

- a. The SUBRECIPIENT is required to match ten percent (10%) of the program funds for capital projects.
- b. SUBRECIPIENT shall provide evidence of the contribution of match funds to COUNTY either in the form of cash, or in-kind contributions donations of professional design-build services or materials directly related to the capital project.
  - i. The value of in-kind contributions must be approved by COUNTY.

**14. Inspection of Completed Work**

- a. Without limiting COUNTY'S disclaimer of responsibility for the work, upon completion of the work, COUNTY and SUBRECIPIENT shall inspect the work completed by the Contractor. Upon completion and acceptance of the work by SUBRECIPIENT, COUNTY shall make final payment to the SUBRECIPIENT in accordance with Section 119 above.

**15. Completion Schedule**

- a. SUBRECIPIENT shall cause the work to be completed within a reasonable period of time, but in no event no longer than 150 days after the Effective Date of this Agreement, which period may be extended by the COUNTY in writing should the COUNTY deem such extension as necessary to complete the work. Every term,

condition, and requirement of this Agreement shall continue in full force and effect during the period of such extension.

**16. Disclaimer of Responsibility by Contractor for all work**

- a. Notwithstanding anything to the contrary contained herein, the COUNTY neither undertakes nor assumes nor will have any responsibility or duty to SUBRECIPIENT or to any third party to review, inspect, supervise, pass judgment upon, or inform SUBRECIPIENT or any third party of any matter in connection with the work, whether regarding the quality, adequacy or suitability of the plans, any labor, service, equipment or material furnished to the property, any person furnishing the same, or otherwise. SUBRECIPIENT and all third parties shall rely upon its or their own judgment regarding such matters, and any review, inspection, supervision, exercise of judgment or information supplied to Developer or to any third party by the COUNTY in connection with such matter is for the public purpose of rehabilitating the property, and neither SUBRECIPIENT (except for the purposes set forth in this AGREEMENT) nor any third party is entitled to rely thereon. The COUNTY shall not be responsible for any of the work of construction, or improvement of the property.
- b. In the event some part of the work completed fails to give you satisfaction, SUBRECIPIENT acknowledges and agrees that the Contractor is the party responsible for all warranty repairs, not the COUNTY. SUBRECIPIENT shall contact the Contractor for any assistance in connection with the aforementioned matters. All Contractors who perform work under the CCE Preservation Program are required to take reasonable action to correct problems related to their labor, materials, or equipment installed. SUBRECIPIENT acknowledges and agrees to make every effort to notify the Contractor in the event SUBRECIPIENT is not satisfied with the work and give the Contractor a reasonable opportunity to correct the problem. Should the Contractor be unresponsive, SUBRECIPIENT shall have the right to pursue corrective action through the State of California, Contractor's License Board, among other remedies.

**17. Warranty for Enhancements**

- a. SUBRECIPIENT acknowledges and agrees that COUNTY shall not provide any warranties and guarantees in connection with the work, including, but not limited to labor and manufacturer's warranty and guarantee for all material installed.

**18. Right of Access to Property**

- a. Commencing upon the Effective Date, representatives of the COUNTY shall have the reasonable right of access to the property pursuant to the Right of Entry Agreement (Exhibit F), upon 24 hours' written notice to SUBRECIPIENT (except in the case of an emergency, in which case COUNTY shall provide such notice as may be practical under the circumstances), without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement including, but not limited to, the inspection of the work being performed.

**19. Inspections, Audits, and Record Retention**

- a. COUNTY authorized representatives shall have the right to access any documents, papers, or other records of the SUBRECIPIENT which are pertinent to the Program Funds, for the purpose of performing audits, examinations, and/or review regarding compliance with the provisions of this Agreement and the Program Requirements. Such monitoring activities shall include, but are not limited to, inspection of the SUBRECIPIENT'S books and records, in addition to site inspections, as COUNTY deems appropriate.
- b. COUNTY authorized representatives may perform compliance reviews and review procedures and documents pertaining to the SUBRECIPIENT's compliance with the terms of this Agreement and Program Requirements, perform onsite visits and desk reviews in order to ensure Program Funds are expended for eligible uses and to protect against fraud, waste, and abuse.
- c. SUBRECIPIENT must agree to:

- i. Provide to COUNTY authorized representatives, access to the SUBRECIPIENT'S records and facilities; and
- ii. Cooperate with any desk reviews.
- iii. Provide an annual audit within ninety (90) days of the end of the fiscal year, if applicable.
- iv. Report material changes, such as changes in key staff or litigation against SUBRECIPIENT, within thirty (30) days of such occurrence;
- d. The right to access records also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to the requested documents and/or information.
- e. The right to access records by COUNTY authorized representatives is not limited to the required retention period but lasts as long as the records are retained by SUBRECIPIENT.
- f. The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Program Funds for the term of this Agreement and for a minimum of three (3) years thereafter.
- g. The SUBRECIPIENT agrees that claims based upon an audit finding and/or an audit finding that is appealed and upheld shall be recovered by the COUNTY by one of the following options:
  - i. The SUBRECIPIENT'S remittance to COUNTY the full amount of the audit exception within thirty (30) days following COUNTY request for payment; or
  - ii. A repayment schedule which is agreeable to the COUNTY and SUBRECIPIENT. The COUNTY reserves the right to select which option described above shall be employed; and COUNTY shall notify the SUBRECIPIENT in writing of the claim procedure to be utilized. Interest on the unpaid balance of the audit finding or debt shall accrue at a rate equal to the maximum allowed by applicable law.

#### **20. Reporting Requirements**

- a. The SUBRECIPIENT shall provide the COUNTY with the following reports:
  - i. Quarterly reports submitted within fifteen (15) days of the end of each quarter.
  - ii. An annual Program Fund Expenditure Report to be submitted not later than January 15<sup>th</sup> of each year for the prior calendar year.
  - iii. A final report to be submitted no later than forty-five (45) days after the final disbursement of the Program Funds to SUBRECIPIENT.
- b. In addition to the above reporting requirements, COUNTY may request additional reports and information necessary for COUNTY to monitor compliance with the Program Requirements.
- c. SUBRECIPIENT shall, comply with the requirements set forth in Exhibit D – The California Department of Social Services Confidentiality and Information Security Requirements.

#### **21. Conduct of Subrecipient**

- a. The SUBRECIPIENT covenants that it presently has no interest in, 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. The SUBRECIPIENT further covenants that no person or subcontractor having any such interest shall be employed or retained by SUBRECIPIENT under this Agreement. The SUBRECIPIENT agrees to inform the COUNTY of all the SUBRECIPIENT'S interests, if any, which are or may be perceived as incompatible with the COUNTY'S interests.
- b. The 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 the SUBRECIPIENT is doing business or proposing to do business, in accomplishing the work under this Agreement.
- c. The SUBRECIPIENT or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.
- d. In addition to the SUBRECIPIENT obligations set forth in this Agreement, SUBRECIPIENT shall adhere to the following:
  - i. SUBRECIPIENT, at all times, shall cooperate with the County and Contractor.

- ii. SUBRECIPIENT shall not, at any time, interfere with the timely completion of the work by the Contractor(s); and
- iii. SUBRECIPIENT shall not change or amend the Scope of Work without written consent of the County.

**22. Licensing and Permits**

- a. SUBRECIPIENT shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. SUBRECIPIENT warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Agreement.

**23. Non-Discrimination**

- a. SUBRECIPIENT shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

**24. Supplantation**

- a. 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.

**25. Hold Harmless/Indemnification**

- a. SUBRECIPIENT agrees to indemnify and hold harmless COUNTY, its departments, agencies and districts, including their officers, employees and agents (collectively "County Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of SUBRECIPIENT (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. SUBRECIPIENT shall, at its sole expense and cost including but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend County Indemnitees in any such claim or action. SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise SUBRECIPIENT's indemnification obligation. SUBRECIPIENT's obligation hereunder shall be satisfied when SUBRECIPIENT has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe SUBRECIPIENT's obligations to indemnify and hold COUNTY harmless.

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**26. Subrecipient Certifications**

- a. The SUBRECIPIENT certifies the following:
  - i. SUBRECIPIENT provided true and accurate information on program documents and to COUNTY and has not misrepresented SUBRECIPIENT's eligibility for the CCE Program;
  - ii. SUBRECIPIENT has notified SUBRECIPIENT'S insurance company about the rehabilitation work to be performed pursuant to this Agreement; and

- iii. SUBRECIPIENT (including the undersigned representative of SUBRECIPIENT, if any) has full power, authority, and legal right to execute this Agreement.
- iv. SUBRECIPIENT hereby represents and warrants that neither the execution and delivery of this Agreement, including any attachments hereto or documents related to this Agreement nor the incurrence of the SUBRECIPIENT'S obligations herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents referenced herein conflict with or result in the material breach of any terms, conditions, or provisions of, or constitute a default under, any note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, lease or other agreements or instruments to which SUBRECIPIENT is a party.

#### 27. 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.

#### 28. Enforcement

- a. This Agreement is intended to ensure that the ARF or RCFE is used and operated consistent with this Agreement. Therefore, this Declaration may be enforced by the County. If the COUNTY determines there is a violation, or threatened violation, of this Agreement or the Program, then the COUNTY will provide the SUBRECIPIENT written notice of such violation and demand for corrective action sufficient to cure the violation. If a violation is not cured within 30 days after the receipt of written notice and demand, or if the cure reasonably requires more than 30 days to complete and the SUBRECIPIENT fails to begin the cure within the 30-day period or fails to continue diligently to complete the cure, then the COUNTY may bring an action to enforce compliance with the terms of this Agreement, to receive a return of all or part of any Program funds, including any interest, to recover any damages, or for other remedies allowed by law or equity. All reasonable costs incurred in enforcing the terms of this Agreement, including, but not limited to, costs of suit and attorneys' fees, shall be borne by the violator to the extent allowable by law. Enforcement of the terms of this Agreement shall be at the discretion of the COUNTY, and any forbearance to exercise rights of enforcement under this Agreement in the event of any breach hereof shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Agreement. No delay or omission in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

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#### 29. Signed in Counterparts

- a. 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.

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#### 30. Electronic Signatures

- a. 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 signature(s) included

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

*Signatures on next page*

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

COUNTY OF RIVERSIDE, a political  
subdivision of the State of California

Subrecipient,

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

Clerk of the Board

By: \_\_\_\_\_

Approved as to Form

Minh C. Tran  
County Counsel

\_\_\_\_\_  
Katherine Wilkins  
Deputy County Counsel

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

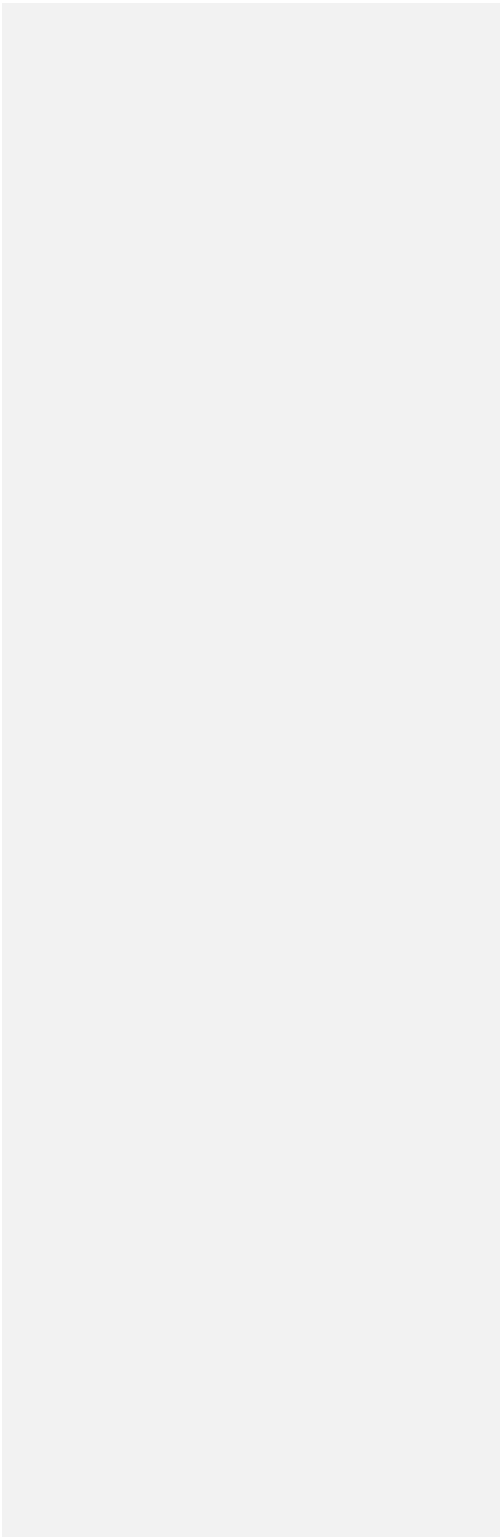


Exhibit A – Scope of Work (placeholder)

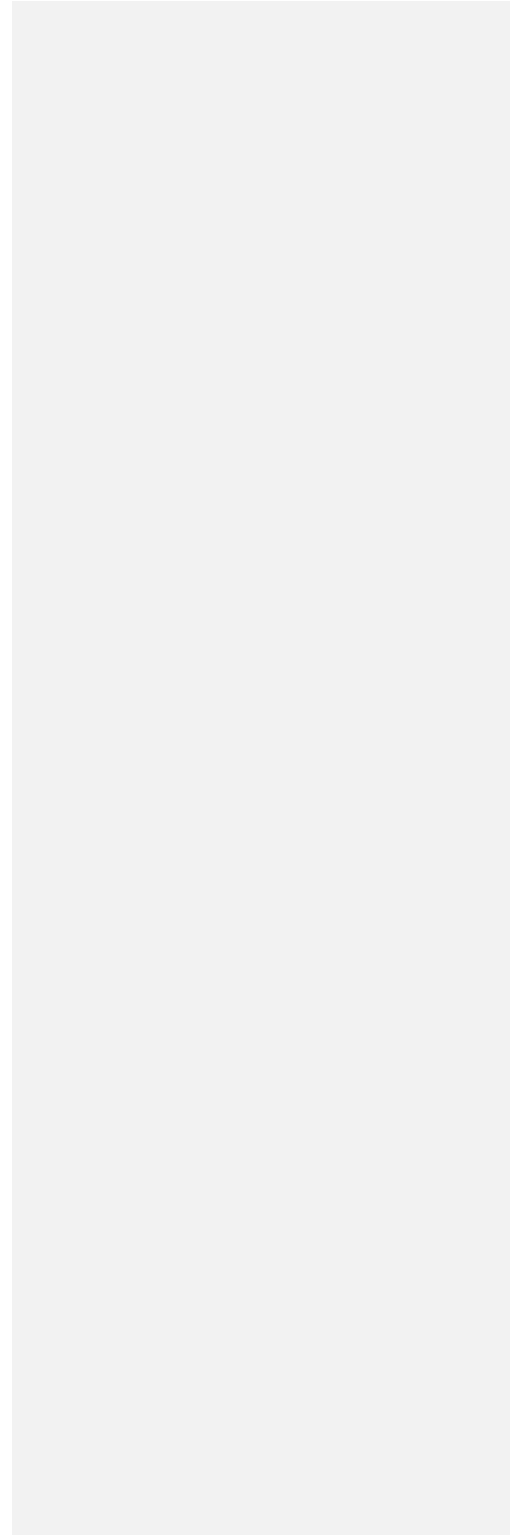




Exhibit B – Payment Provisions (placeholder)

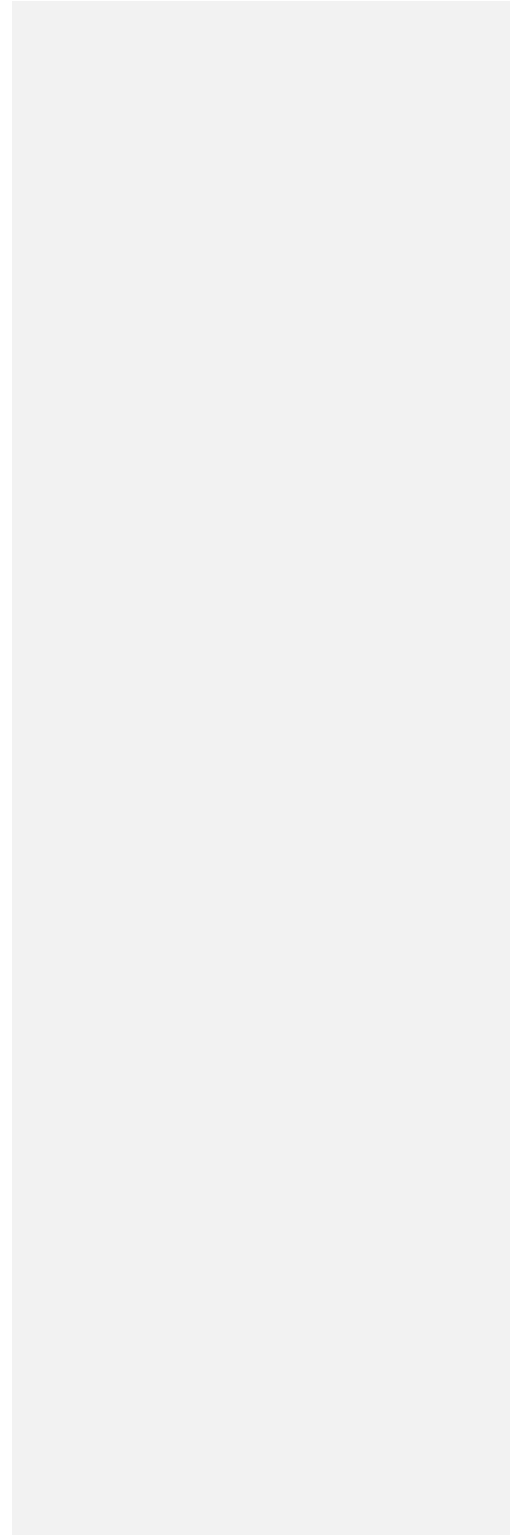


Exhibit C – DPSS 2076A, DPSS 2076B & Instructions

COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC SOCIAL SERVICES

**CONTRACTOR PAYMENT REQUEST**

To: Riverside COUNTY  
Department of Public Social Services  
Attn: Management Reporting Unit 4060  
COUNTY Circle Drive Riverside, CA  
92503

From: \_\_\_\_\_  
Remit to Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State and Zip Code  
\_\_\_\_\_  
Contract Number

Total amount requested \_\_\_\_\_ for the period of \_\_\_\_\_ 20 \_\_\_\_\_

Select Payment Type(s) Below:

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

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

Any questions regarding this request should be directed to and authorized by:

Unit of Service Payment \$ \_\_\_\_\_  
Name \_\_\_\_\_ Phone Number \_\_\_\_\_

**FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)**

\_\_\_\_\_  
(# of Units) x \_\_\_\_\_ (Unit Price) = (\$)  
\_\_\_\_\_  
(# of Units) x \_\_\_\_\_ (Unit Price) = (\$)  
\_\_\_\_\_  
(# of Units) x \_\_\_\_\_ (Unit Price) = (\$)  
\_\_\_\_\_  
(# of Units) x \_\_\_\_\_ (Unit Price) = (\$)

If amount authorized is different from the amount requested, please explain:

MRU Authorization \_\_\_\_\_ Date \_\_\_\_\_

Amount Authorized \_\_\_\_\_

Invoice Number \_\_\_\_\_

PQ Number \_\_\_\_\_

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include DPSS 2076A, 2076B (if required).

invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A. [see method, time, and schedule/condition of payments].

(Please type or print information on all DPSS Forms.)

DPSS 2076A

CONTRACTOR PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address" "City, State, and Zip Code"

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

"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.

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



Exhibit D – The California Department of Social Services Confidentiality and Information Security Requirements (add as attachment from state contract)

Exhibit E – Deed Restriction

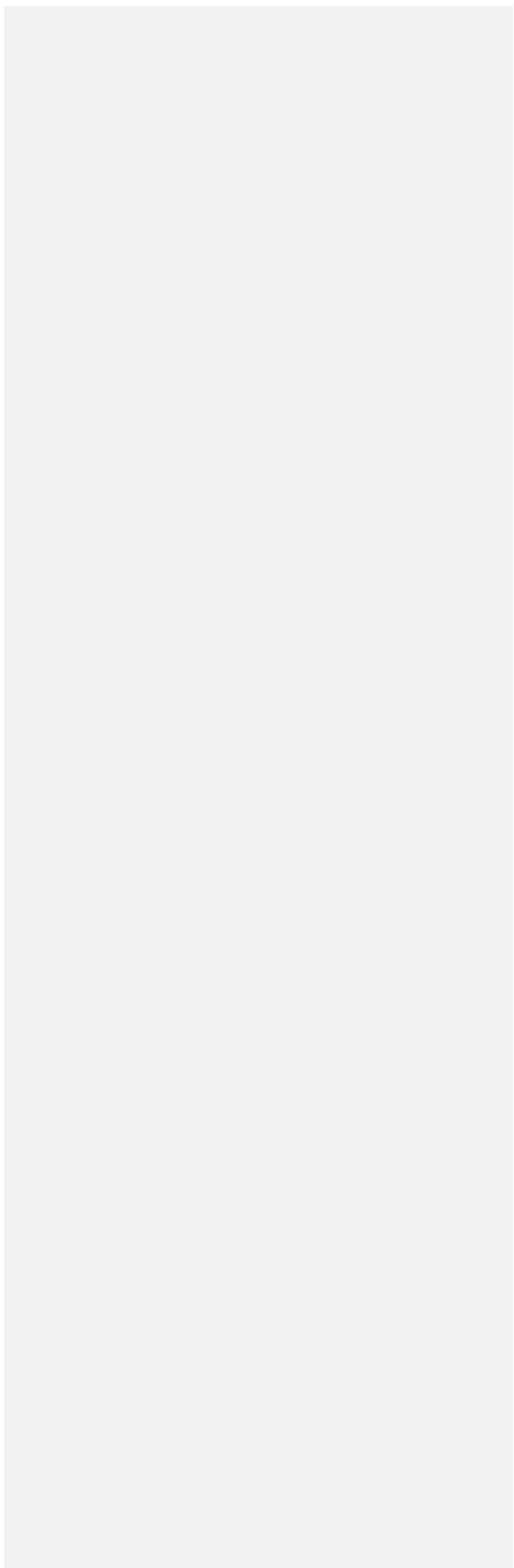


Exhibit F - Right of Entry Agreement

AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE

AND

Eligible Recipient

FOR

COMMUNITY CARE EXPANSION (CCE) PRESERVATION SERVICES – Operating Subsidy Payments (OSP)

THIS AGREEMENT, is made as of the date last below written between the County of Riverside (herein called the “COUNTY”) and the licensed residential [adult or senior care] facility, XXXX (herein called the “SUBRECIPIENT”).

WHEREAS, California Assembly Bill 172 (Chapter 696, Statutes of 2021) (“AB 172”) added sections 18999.97-18999.98 to the Welfare and Institutions Code, providing the statutory basis for the Community Care Expansion (CCE) Preservation Program and California Senate Bill 129 (Chapter 69, Statutes of 2021), the Budget Act of 2021, and California Assembly Bill 178 (Chapter 45, Statutes of 2022), Budget Act of 2022, provide the funding for the CCE Program.

WHEREAS, the primary objectives of the CCE Preservation OSP Program are to provide operating subsidy payments to preserve adult and senior care facilities that serve Supplemental Security Income (SSI), State Supplementary Payment (SSP), and Cash Assistance Program for Immigrants (CAPI) applicants and recipients, including those who are experiencing homelessness or at risk of homelessness.

WHEREAS, the COUNTY has been allocated funds from the State of California, California Department of Social Services (CDSS), Community Care Expansion Preservation Program.

WHEREAS, the COUNTY has determined that the SUBRECIPIENT meets the eligibility criteria identified in Section 6 below.

WHEREAS, the SUBRECIPIENT has submitted its application to the COUNTY for CCE Preservation Program funding of the OPERATING SUBSIDY PAYMENTS activities described herein, and said project is located within the County of Riverside.

NOW, THEREFORE, the COUNTY and SURECIPIENT mutually agree as follows:

**1. Definitions**

- a. "Adult Residential Facility" (ARF) refers to any facility of any capacity that provides 24-hour-a-day nonmedical care and supervision to the following: (A) persons 18 years of age through 59 years of age; and (B) persons 60 years of age and older only in accordance with Section 85068.4 of Title 22 of the California Code of Regulations Section 80001.
- b. "AGREEMENT" refers to the terms and conditions, schedules, and attachments included herein.
- c. "CCLD" refers to the Community Care Licensing Division.
- d. "CDSS" refers to the California Department of Social Services.
- e. "COUNTY" refers to the County of Riverside.
- f. "Effective Date" refers to date of execution.
- g. "OSP" refers to Operating Subsidy Payments, which are funds used to preserve and avoid the closure of critical residential adult and senior care facilities. OSP funds can cover an eligible licensed facility's potential or projected operating deficits.
- h. "Residential Care Facility For The Elderly" (RCFE) refers to a housing arrangement chosen voluntarily by the resident, the resident's guardian, conservator or other responsible person; where 75 percent of the residents are sixty years of age or older and where varying levels of care and supervision are provided, as agreed to at time of admission or as determined necessary at subsequent times of reappraisal. Any younger residents must have needs compatible with other residents, in accordance with Title 22 of the California Code of Regulations Section 87101."



- i. "SUBRECIPIENT" refers to the applicant of the CCE Preservation Program funding a non-federal entity that receives a subaward from a pass-through entity to carry out a part of a federal program; but does not include an individual that is a beneficiary of such program.

## 2. Period of Performance

- a. This Agreement shall be effective upon execution ("Effective Date") and continue through June 30, 2027, unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. The Liquidation deadline for this agreement is March 31, 2029.

## 3. Description of Services

- a. Pursuant to the requirements of the Community Care Expansion Preservation (CCE) Program and CDSS guidelines, SUBRECIPIENTS are to use their allocation of program funds to preserve the capacity of eligible residential adult and senior care settings as well as increase the acceptance of new "qualified residents" (defined below) by providing operating subsidy payments with the goal of preventing closures and preserving beds in existing facilities.
  - i. A "qualified resident" is defined as applicants or recipients of the Supplemental Security Income/State Supplementary Payment (SSI/SSP) pursuant to Subchapter 16 (commencing with Section 1381) of Chapter 7 of Title 42 of the United States Code and Welfare and Institutions Code (WIC) section 12000 et seq., and applicants or recipients of the Cash Assistance Program for Immigrants (CAPI) pursuant to WIC section 18937 et seq., who need the care and supervision that is provided by the licensed facility that receives the grant. "Qualified resident" shall not include SSI/SSP or CAPI applicants or recipients who are receiving services through a regional center.

## 4. Termination

- a. COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on SUBRECIPIENT stating the extent and effective date of termination.
- b. COUNTY shall have the right, in its sole discretion and without prejudice to any other rights and remedies it may have under applicable law, to terminate this Agreement immediately upon notice of such termination to the SUBRECIPIENT, if:
  - i. An Event of Default occurs. The following events shall constitute events of default under this Agreement:
    1. If SUBRECIPIENT no longer operates the property as a licensed Adult Residential Care Facility or Residential Care Facility for the Elderly;
    2. If a transfer occurs without the prior written consent of the COUNTY;
    3. Upon refinancing of any debt that is secured by a lien on the property without the prior written consent of the COUNTY;
    4. Breach of any term of this Agreement;
    5. Any interference or obstruction by the SUBRECIPIENT that prevents the timely completion of the work;
    6. If the property is mortgaged and the subrecipient defaults on their mortgage.
  - ii. Three (3) written breaches, or defaults by the SUBRECIPIENT of the terms and conditions of this Agreement (whether the same or different) occur within any twelve-month period, regardless of whether any or all such violations, breaches or defaults are timely corrected;
  - iii. The SUBRECIPIENT files a petition in bankruptcy or is adjudicated by a court of competent jurisdiction to be bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or if the SUBRECIPIENT discontinues or dissolves its business or if a receiver is appointed for the SUBRECIPIENT or the SUBRECIPIENT'S business; or
  - iv. SUBRECIPIENT fails to provide COUNTY with adequate assurances within a reasonable time that SUBRECIPIENT is financially solvent, or COUNTY determines that SUBRECIPIENT is financially insecure.

- c. Notwithstanding the foregoing, or anything to the contrary stated herein, COUNTY may terminate this Agreement upon thirty (30) days' notice if COUNTY is directed by CDSS to terminate this Agreement.
- d. Upon termination of this Agreement for any reason, COUNTY shall not be liable for any commitments made by the COUNTY to any SUBRECIPIENT. COUNTY shall not be responsible for any additional disbursements of Program Funds after the termination date or for any damages to the SUBRECIPIENT as a result of such termination.
- e. The COUNTY will record a Request for Special Notice against the property pursuant to Civil Code 2924b.

## 5. Program Requirements

- a. Program funds shall only be disbursed by the COUNTY to SUBRECIPIENTS meeting all of the following criteria:
  - i. Be an existing licensed Adult Residential Facility (ARF), as defined in Title 22, section 80001(a)(5) of the California Code of Regulations; Residential Care Facility for the Elderly (RCFE), as defined in Title 22, section 87101(r)(5) of the California Code of Regulations; or Residential Care Facility for the Chronically Ill (RCFCI), as defined in Title 22, section 87801(r)(5) of the California Code of Regulations;
  - ii. Currently serve at least one (1) qualified resident;
  - iii. Be in good standing with Community Care Licensing Division (CCLD) or certify that the operating subsidy funds will bring them into good standing, defined as licensees in "substantial compliance" with licensing statutes and regulations per Title 22, sections 80001(s)(8), 81001(s)(8), 87101(s)(9), and 87801(s)(7) of the California Code of Regulations.
- b. In addition to the criteria for Eligible Recipients set forth in Section 5.a., SUBRECIPIENTS of program funds for OSPs must also meet the following criteria:
  - i. Have a monthly or annual operating cash flow gap that places the facility at risk of closure or risk of reducing the number of beds for qualified residents.
  - ii. SUBRECIPIENT is required to record a deed restriction requiring that the facility continue to provide licensed residential adult and senior care for a minimum duration equal to the term of this Agreement for funding OSP. See Section 8.
  - iii. Agree to use Program Funds in accordance with the eligible uses and program requirements.

## 6. Eligible and Ineligible Uses of Program Funds for OSP

- a. Program Funds used for OSP may be used to cover operating costs associated with the day-to-day physical operation of the SUBRECIPIENT's facility related to the qualified residents, including:
  - i. Covering costs of utilities, maintenance and repair, staff and payroll costs, marketing, leasing, taxes and insurance, office supplies, accounting, and strategic planning. Examples of eligible uses are set forth in section 205 of the [Notice of Funding Availability](#) (NOFA).
- b. Program Funds cannot be used for costs that are not related to operations, distributions to the facility owners, to pay tort or breach of contract claim liabilities, or to pay costs associated with a change of ownership. Additionally, Qualified Residents may not receive free or reduced amount for board/room or care or supervision. OSP funding must not supplant the Qualified Resident's payment to the facility or supplant their board/room charge.

## 7. Use Restrictions

- a. In consideration for the program funds, SUBRECIPIENT shall continue to serve Qualified Residents for the duration of the Program Grant Term.
- b. In addition, during the Program Grant Term, any transfer by SUBRECIPIENT shall be prohibited without the written approval of COUNTY in its sole discretion, except as otherwise set forth herein.
- c. Any transfer of the property by SUBRECIPIENT shall be subject to this Agreement.
- d. The term "Transfer" used herein shall mean the sale, assignment, conveyance, lease, or transfer, voluntary or involuntary, of any interest in the property, including an unpermitted financing or refinancing of the property. Without limiting the generality of the foregoing, Transfer shall include:

- i. A transfer by devise, inheritance or intestacy to a party who does not meet the definition of a licensed Adult Residential Facility or Residential Care Facility for the Elderly.
  - ii. A life estate
  - iii. Creation of a joint tenancy interest
  - iv. A gift of all or any portion of the property
  - v. Any voluntary conveyance of the property
- A refinance of any mortgage loan encumbering the property not approved in writing by the COUNTY. Transfer shall not include a Permitted Transfer.

#### **8. Deed Restriction**

- a. SUBRECIPIENT is required to record a deed restriction requiring that the facility continue to provide licensed residential adult and senior care for a minimum duration equal to the term of this Agreement (Exhibit D). The duration of the agreement to fund the OSP is the period of time in which the County will be providing Program Funds for OSP.
- b. The deed restriction must be recorded on the title to the property upon which the SUBRECIPIENT'S facility is located before the COUNTY disburses any funds.
- c. If SUBRECIPIENT leases the facility or property, the deed restriction must be signed by both the SUBRECIPIENT and the owner of the fee interest in the property and recorded against both the fee interest in the property and the leasehold. The deed restriction shall be executed simultaneously with this Agreement. County will subsequently record the deed restriction within ten (10) days of the Effective Date.
- d. SUBRECIPIENT is required to provide a full title report for the property.
- e. Funds cannot be used to reimburse the SUBRECIPIENT for costs associated with preparing and recording the deed restriction.

#### **9. Program Funds and Disbursement**

- a. The COUNTY shall pay the SUBRECIPIENT for expenses incurred in accordance with the terms of Exhibit A, Payment Provisions. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit A, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this Agreement.
- b. SUBRECIPIENT shall be paid only in accordance with an invoice submitted to COUNTY by SUBRECIPIENT within thirty (30) days from the last day of each calendar month, and COUNTY shall pay the invoice within forty-five (45) working days from the date of receipt of the invoice. Payment shall be made to SUBRECIPIENT only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. For this Agreement, the invoices shall be sent to:

Department of Public Social Services  
Fiscal/Management Reporting Unit  
4060 County Circle Dr  
Riverside, CA 92503  
Email: cce@rivco.org

#### **10. Method, Time and Conditions of Payment**

- a. SUBRECIPIENT will be paid the actual amount of each approved monthly invoice. COUNTY may delay payment if the required supporting documentation is not provided, or other requirements are not met.
- b. All payment claims shall be submitted monthly no later than thirty (30) days after the end of each month in which the services were provided. Each payment claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty- five (45) calendar days.
- c. As applicable for payment requests, SUBRECIPIENT shall submit completed DPSS Forms 2076A, 2076B

(Exhibit B).

- d. SUBRECIPIENT invoice estimates for May and June are due no later than June 5. Actual SUBRECIPIENT invoices for May and June are due no later than July 30.
- e. Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work (hourly rate and extensions, if applicable); and an invoice total.
  - i. In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.
  - ii. The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears.
  - iii. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify SUBRECIPIENT in writing; and this Agreement shall be deemed terminated, with no further force, and effect.

#### **11. Right of Access to Property**

- a. Commencing upon the Effective Date and pursuant to the Right of Entry Agreement (Exhibit E), representatives of the COUNTY shall have the reasonable right of access to the property, upon 24 hours' written notice to SUBRECIPIENT (except in the case of an emergency, in which case COUNTY shall provide such notice as may be practical under the circumstances), without charges or fees.

#### **12. Inspections, Audits, and Record Retention**

- a. COUNTY authorized representatives shall have the right to access any documents, papers, or other records of the SUBRECIPIENT which are pertinent to the program funds, for the purpose of performing audits, examinations, and/or review regarding compliance with the provisions of this Agreement and the Program Requirements. Such monitoring activities shall include, but are not limited to, inspection of the SUBRECIPIENT'S books and records, in addition to site inspections, as COUNTY deems appropriate.
- b. COUNTY authorized representatives may perform compliance reviews and review procedures and documents pertaining to the SUBRECIPIENT's compliance with the terms of this Agreement and Program Requirements.
- c. SUBRECIPIENT must agree to:
  - i. Provide to COUNTY authorized representatives, access to the SUBRECIPIENT'S records and facilities; and
  - ii. Cooperate with any desk reviews.
  - iii. Provide an annual audit within ninety (90) days of the end of the fiscal year, if applicable.
  - iv. Report material changes, such as changes in key staff or litigation against SUBRECIPIENT, within thirty (30) days of such occurrence.
- d. The right to access records also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to the requested documents and/or information.
- e. The right to access records by COUNTY authorized representatives is not limited to the required retention period but lasts as long as the records are retained by SUBRECIPIENT.
- f. The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Program Funds for the term of this Agreement and for a minimum of three (3) years thereafter.
- g. The SUBRECIPIENT agrees that claims based upon an audit finding and/or an audit finding that is appealed and upheld shall be recovered by the COUNTY by one of the following options:
  - i. The SUBRECIPIENT'S remittance to COUNTY the full amount of the audit exception within thirty (30) days following COUNTY request for payment; or
  - ii. A repayment schedule which is agreeable to COUNTY and SUBRECIPIENT. The COUNTY reserves the right to select which option described above shall be employed; and COUNTY shall notify the

SUBRECIPIENT in writing of the claim procedure to be utilized. Interest on the unpaid balance of the audit finding or debt shall accrue at a rate equal to the maximum allowed by applicable law.

### **13. Reporting Requirements**

- a. The SUBRECIPIENT shall provide the COUNTY with the following reports:
  - i. Quarterly reports submitted within fifteen (15) days of the end of each quarter.
  - ii. An annual Program Fund Expenditure Report to be submitted not later than January 15<sup>th</sup> of each year for the prior calendar year.
  - iii. A final report to be submitted no later than forty-five (45) days after the final disbursement of the Program Funds to SUBRECIPIENT.
- b. In addition to the above reporting requirements, COUNTY may request additional reports and information necessary for COUNTY to monitor compliance with the Program Requirements.
- c. SUBRECIPIENT shall, comply with the requirements set forth in Exhibit C – The California Department of Social Services Confidentiality and Information Security Requirements.

### **14. Conduct of Subrecipient**

- a. The SUBRECIPIENT covenants that it presently has no interest in, 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. The SUBRECIPIENT further covenants that no person or subcontractor having any such interest shall be employed or retained by SUBRECIPIENT under this Agreement. The SUBRECIPIENT agrees to inform the COUNTY of all the SUBRECIPIENT's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.
- b. The 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 the SUBRECIPIENT is doing business or proposing to do business, in accomplishing the work under this Agreement.
- c. The SUBRECIPIENT or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

### **15. Licensing and Permits**

- a. SUBRECIPIENT shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. SUBRECIPIENT warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside, and all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Agreement.

### **16. Non-Discrimination**

- a. SUBRECIPIENT shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

### **17. Indemnification**

- a. The SUBRECIPIENT shall indemnify and hold harmless the COUNTY, its departments, agencies, districts, officials, officers and employees from any liability, claim, damage, or action based or asserted upon any act or omission of SUBRECIPIENT relating to this Agreement, including but not limited to property damage, personal injury, or death.

- b. This Agreement shall be governed by the laws of the State of California. Venue shall be in a courtroom of competent jurisdiction in Riverside County, and the parties waive any provision of law providing for a change of venue to another location.

#### **18. Subrecipient Certifications**

- a. The SUBRECIPIENT certifies the following:
  - i. SUBRECIPIENT provided true and accurate information on program documents and to COUNTY and has not misrepresented SUBRECIPIENT'S eligibility for the CCE Program;
  - ii. SUBRECIPIENT has notified SUBRECIPIENT'S insurance company about the rehabilitation work to be performed pursuant to this Agreement; and
  - iii. SUBRECIPIENT (including the undersigned representative of SUBRECIPIENT, if any) has full power, authority, and legal right to execute this Agreement.
  - iv. SUBRECIPIENT hereby represents and warrants that neither the execution and delivery of this Agreement, including any attachments hereto or documents related to this Agreement nor the incurrence of the SUBRECIPIENT'S obligations herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents referenced herein conflict with or result in the material breach of any terms, conditions, or provisions of, or constitute a default under, any note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, lease or other agreements or instruments to which SUBRECIPIENT is a party.

#### **19. Enforcement**

- a. This Agreement is intended to ensure that the ARF or RCFE is used and operated consistent with this Agreement and that the COUNTY makes an operating subsidy payment available to the ARF or RCFE. Therefore, this Declaration may be enforced by the County. If the COUNTY determines there is a violation, or threatened violation, of this Agreement or the Program, then the COUNTY will provide the SUBRECIPIENT written notice of such violation and demand for corrective action sufficient to cure the violation. If a violation is not cured within 30 days after the receipt of written notice and demand, or if the cure reasonably requires more than 30 days to complete and the SUBRECIPIENT fails to begin the cure within the 30-day period or fails to continue diligently to complete the cure, then the COUNTY may bring an action to enforce compliance with the terms of this Agreement, to receive a return of all or part of any Program funds, including any interest, to recover any damages, or for other remedies allowed by law or equity. All reasonable costs incurred in enforcing the terms of this Agreement, including, but not limited to, costs of suit and attorneys' fees, shall be borne by the violator to the extent allowable by law. Enforcement of the terms of this Agreement shall be at the discretion of the COUNTY, and any forbearance to exercise rights of enforcement under this Agreement in the event of any breach hereof shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Agreement. No delay or omission in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

#### **20. Counterparts; Electronic Signatures**

- a. The Parties may sign this Agreement in several counterparts, each of which constitutes an original, but all of which together constitute one instrument. Electronic signatures are valid and shall bind the Party delivering such signature.

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

**COUNTY OF RIVERSIDE**, a political  
subdivision of the State of California

**Eligible Recipient,**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

Clerk of the Board

By: \_\_\_\_\_

Approved as to Form

Minh C. Tran

County Counsel

\_\_\_\_\_

Katherine Wilkins

Deputy County Counsel

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

## Exhibit A- Payment Provisions



Exhibit B – DPSS 2076A, DPSS 2076B & Instructions

COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

To: Riverside COUNTY  
  
Department of Public Social Services  
Attn: Management Reporting Unit 4060  
COUNTY Circle Drive Riverside, CA  
92503

From: \_\_\_\_\_  
Remit to Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State and Zip Code \_\_\_\_\_  
Contract Number \_\_\_\_\_

Total amount requested \_\_\_\_\_ for the period of \_\_\_\_\_ 20 \_\_\_\_\_

Select Payment Type(s) Below:

Advance Payment \$ \_\_\_\_\_ (if allowed by Contract/MOU)       Actual Payment \$ \_\_\_\_\_ (Same amount as 2076B if needed)

Any questions regarding this request should be directed to and authorized by:

Unit of Service Payment \$ \_\_\_\_\_  
Name \_\_\_\_\_ Phone Number \_\_\_\_\_

\_\_\_\_\_  
(# of Units) x \_\_\_\_\_ (Unit Price) = (\$)  
**FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)**

\_\_\_\_\_  
(# of Units) x \_\_\_\_\_ (Unit Price) = (\$)  
\_\_\_\_\_  
(# of Units) x \_\_\_\_\_ (Unit Price) = (\$)  
\_\_\_\_\_  
(# of Units) x \_\_\_\_\_ (Unit Price) = (\$)  
\_\_\_\_\_  
(# of Units) x \_\_\_\_\_ (Unit Price) = (\$)

If amount authorized is different from the amount requested, please explain:

MRU Authorization \_\_\_\_\_ Date \_\_\_\_\_

Amount Authorized \_\_\_\_\_

Invoice Number \_\_\_\_\_

PO Number \_\_\_\_\_

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include DPSS 2076A, 2076B (if required).

invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A. [see method, time, and schedule/condition of payments].

(Please type or print information on all DPSS Forms.)

DPSS 2076A

CONTRACTOR PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address" "City, State, and Zip Code"

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

"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.

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



Exhibit C – The California Department of Social Services Confidentiality and Information Security Requirements (add as attachment from state contract)

Exhibit D – Deed Restriction

Exhibit E – Right of Entry Agreement

1 [INSERT GRANTOR NAME] (“Grantor”)

2  
3 COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of  
4 its Department of Public Social Services (“County”)

5  
6 PROJECT: Community Care Expansion  
7 Preservation Program

8 APN(s): [insert]

9 FACILITY: [insert]

10 PHONE NO.: [insert]

### 11 RIGHT OF ENTRY AGREEMENT

12 This Right of Entry Agreement (“ROE”) is made and entered into this \_\_\_\_\_  
13 day of \_\_\_\_\_, 20\_\_\_\_, (“Effective Date”) between [INSERT GRANTOR  
14 INFORMATION] (“Grantor”), and the COUNTY OF RIVERSIDE, a political subdivision  
15 of the State of California, on behalf of its Department of Public Social Services  
16 (“County”). Grantor and County are sometimes collectively referred to as “Parties.”

### 17 RECITALS

18 WHEREAS, Grantor is the [address how the Grantor has rights to the property i.e.  
19 owner, lessee] of certain real property known a portion of Assessor’s Parcel Number(s)  
20 [insert] as depicted in Exhibit A, attached hereto and incorporated herein by reference,  
21 (“Property”), and has the right to grant to County permission to enter upon the Property;  
22 and

23 WHEREAS, as part of the Grantor’s possible receipt of funds from the Community  
24 Care Expansion Preservation Program (“Program”), County, and its representative(s),  
25 must conduct an inspection of the Property to verify and confirm that the information  
26 submitted in Grantor’s Program application is correct and would qualify as an eligible  
27 use under the Program; and

28 WHEREAS, the County and its representative(s) must determine that the Grantor’s  
proposed cost is necessary and reasonable for the project(s) requested; and



1 WHEREAS, County desires to obtain Grantor's permission to enter upon and use  
2 the Property, on a temporary basis, for the purpose of ingress and egress and to verify  
3 and confirm the information referenced above.

4 NOW, THEREFORE, Grantor and County do hereby agree as follows:

5 **AGREEMENT**

6 1. Right of Entry: Grantor hereby grants to County and its agents, employees and  
7 contractors the temporary right to enter onto the Property for the purposes of ingress and  
8 egress to conduct an inspection of the Property to verify and confirm that the information  
9 submitted in Grantor's Program application is correct and would qualify as an eligible  
10 use under the Program. Additionally, the County and its representative(s) must  
11 determine Grantor's proposed and estimated cost for the project(s) is necessary and  
12 reasonable. This inspection may include the taking of photographs and/or video of the  
13 Property for purposes of the inspection.

14 2. Term: The term of this Right of Entry Agreement shall commence on the  
15 Effective Date. This ROE shall terminate one (1) year from the date of commencement.  
16 If either party needs to extend the term, the parties shall have the right to do so by written  
17 amendment. Grantor shall not grant any rights inconsistent with the reasonable exercise  
18 by County of its rights under this ROE.

19 3. Notice of Work: Prior to any entry upon the Property for any of the purposes  
20 herein above set forth, County shall notify the authorities in charge named below by  
21 written and/or oral notice at least twenty-four (24) hours prior to entry.

22 Name:

23 Address:

24 Phone:

25 4. Liens: County shall not permit to be placed against the Property, or any part  
26 thereof, any design professionals', mechanics', materialman's contractors' or  
27 subcontractors' liens with the regard to County's actions upon the Property.

1           5. Hold Harmless: Grantor shall indemnify and hold harmless the County of  
2 Riverside, its Agencies, Districts, Special Districts and Departments, their respective  
3 directors, officers, Board of Supervisors, elected and appointed officials, employees,  
4 agents and representatives (individually and collectively hereinafter referred to as  
5 Indemnitees) from any liability whatsoever, based or asserted upon any services of  
6 Grantor, its officers, employees, subcontractors, agents or representatives arising out of  
7 or in any way relating to this Agreement, including but not limited to property damage,  
8 bodily injury, or death or any other element of any kind or nature whatsoever arising from  
9 the performance of Grantor, its officers, employees, subcontractors, agents or  
10 representatives Indemnitors from this Agreement. Grantor shall defend, at its sole  
11 expense, all costs and fees including, but not limited, to attorney fees, cost of  
12 investigation, defense and settlements or awards, the Indemnitees in any claim or action  
13 based upon such alleged acts or omissions.

14           With respect to any action or claim subject to indemnification herein by Grantor,  
15 Grantor shall, at their sole cost, have the right to use counsel of their own choice and  
16 shall have the right to adjust, settle, or compromise any such action or claim without the  
17 prior consent of COUNTY; provided, however, that any such adjustment, settlement or  
18 compromise in no manner whatsoever limits or circumscribes Grantor's indemnification  
19 to Indemnitees as set forth herein.

20           Grantor's obligation hereunder shall be satisfied when Grantor has provided to  
21 COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the  
22 action or claim involved.

23           6. Access Interference: Access by the County will not interfere with the rights of  
24 any other parties that are occupying or using the Property.

25           7. Compliance with Laws: County shall, in all activities undertaken pursuant to  
26 this ROE, comply and cause its contractors, agents, and employees to comply with all  
27 federal, state, and local laws, statutes, orders, ordinances, rules, regulations, plans,  
28

1 policies and decrees. Without limiting the generality of the foregoing, County, at its sole  
2 cost and expense, shall obtain any and all permits which may be required by any law,  
3 regulation or ordinance for any activities County desires to conduct or have conducted  
4 pursuant to this ROE.

5 8. Entire ROE: This ROE is the result of negotiations between the Parties hereto.  
6 The Parties further declare and represent that no inducement, promise or agreement not  
7 herein expressed has been made to them and this ROE contains the entire agreement  
8 of the Parties, and that the terms of this ROE are contractual and not a mere recital. Any  
9 ambiguity in the ROE or any of its provisions shall not be interpreted against the party  
10 drafting the ROE.

11 9. Warranty of Authority: The undersigned represents that it has the authority to,  
12 and does, bind the person or entity on whose behalf and for whom it is signing this ROE  
13 and the attendant documents provided for herein, and this ROE and said additional  
14 documents are, accordingly, binding on said person or entity.

15 10. Choice of Law: This ROE will be governed and construed by the laws of the  
16 State of California.

17 11. Venue: Any action at law or in equity brought by either of the Parties hereto  
18 for the purpose of enforcing a right or rights provided for by this ROE shall be tried in a  
19 court of competent jurisdiction in the County of Riverside, State of California, and the  
20 Parties hereby waive all provisions of law providing for a change of venue in such  
21 proceedings to any other county.

22 12. Language for Use of Electronic (Digital) Signatures. This Agreement may be  
23 executed in any number of counterparts, each of which will be an original, but all of which  
24 together will constitute one instrument. Each party of this Agreement agrees to the use  
25 of electronic signatures, such as digital signatures that meet the requirements of the  
26 California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to  
27 1633.17), for executing this Agreement. The parties further agree that the electronic  
28 signatures of the parties included in this Agreement are intended to authenticate this

1 writing and to have the same force and effect as manual signatures. Electronic signature  
2 means an electronic sound, symbol, or process attached to or logically associated with  
3 an electronic record and executed or adopted by a person with the intent to sign the  
4 electronic record pursuant to the CUETA as amended from time to time. The CUETA  
5 authorizes use of an electronic signature for transactions and contracts among parties  
6 in California, including a government agency. Digital signature means an electronic  
7 identifier, created by computer, intended by the party using it to have the same force and  
8 effect as the use of a manual signature, and shall be reasonably relied upon by the  
9 parties. For purposes of this section, a digital signature is a type of "electronic signature"  
10 as defined in subdivision (i) of Section 1633.2 of the Civil Code.

11 13. Modification: The ROE shall not be changed, modified, or amended except  
12 upon the written consent of the Parties hereto.

13 (SIGNATURES ON NEXT PAGE)

1 IN WITNESS WHEREOF, the Parties hereto have executed this Right of Entry  
2 Agreement on the date first above written.

3  
4 Date: \_\_\_\_\_

5 COUNTY:  
6 COUNTY OF RIVERSIDE, a political  
7 Subdivision of the State of California

GRANTOR:  
[Insert information]

8  
9  
10 By: \_\_\_\_\_  
11 , Chair  
12 Board of Supervisors

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

13  
14  
15  
16  
17 APPROVED AS TO FORM:  
18 Minh C. Tran, County Counsel

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

19  
20 By: \_\_\_\_\_  
21 Deputy County Counsel

22  
23  
24 DC:sc/1092023/XXXX/30.880  
25  
26  
27  
28

1 [INSERT GRANTOR NAME] (“Grantor”)

2  
3 COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of  
4 its Department of Public Social Services (“County”)

5  
6 PROJECT: Community Care Expansion  
7 Preservation Program

8 APN(s): [insert]

9 FACILITY: [insert]

10 PHONE NO.: [insert]

### 11 RIGHT OF ENTRY AGREEMENT

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13 day of \_\_\_\_\_, 20\_\_\_\_, (“Effective Date”) between [INSERT GRANTOR  
14 INFORMATION] (“Grantor”), and the COUNTY OF RIVERSIDE, a political subdivision  
15 of the State of California, on behalf of its Department of Public Social Services  
16 (“County”). Grantor and County are sometimes collectively referred to as “Parties.”

### 17 RECITALS

18 WHEREAS, Grantor is the [address how the Grantor has rights to the property i.e.  
19 owner, lessee] of certain real property known a portion of Assessor’s Parcel Number(s)  
20 [insert] as depicted in Exhibit A, attached hereto and incorporated herein by reference,  
21 (“Property”), and has the right to grant to County permission to enter upon the Property;  
22 and

23 WHEREAS, as part of the Grantor’s receipt of funds from the Community Care  
24 Expansion Preservation Program (“Program”), County, and its representative(s), [1]  
25 Grantor must use the funds for physical repairs and upgrades on the Property or to fund  
26 repairs needed to ensure the Property is compliant with licensing standards [OR] [2]  
27 Grantor must use its allocation of Program funds to preserve the capacity of eligible  
28 residential adult and senior care settings as well as increase the acceptance of new

1 qualified residents by providing operating subsidy payments with the goal of preventing  
2 closures and preserving beds in existing facilities; and

3 WHEREAS, the County and its representative(s) [1] must inspect the work being  
4 performed pursuant to the Program [OR] [2] may need access to the Property to verify  
5 the funds are being utilized pursuant to the Program; and

6 WHEREAS, County desires to obtain Grantor's permission to enter upon and use  
7 the Property, on a temporary basis, for the purpose of ingress and egress and to verify  
8 and confirm the information referenced above.

9 NOW, THEREFORE, Grantor and County do hereby agree as follows:

10 **AGREEMENT**

11 1. Right of Entry: Grantor hereby grants to County and its agents, employees and  
12 contractors the temporary right to enter onto the Property for the purpose ingress and  
13 egress for the purposes of [1] inspecting the work being performed pursuant to the  
14 Program [or] [2] conducting an inspection of the Property to verify and confirm that the  
15 funds are being utilized pursuant to the Program. This inspection may include the taking  
16 of photographs and/or video of the Property for purposes of the inspection.

17 2. Term: The term of this Right of Entry Agreement shall commence on the  
18 Effective Date. This ROE shall terminate five (5) years from the date of commencement.  
19 If either party needs to extend the term, the parties shall have the right to do so by written  
20 amendment. Grantor shall not grant any rights inconsistent with the reasonable exercise  
21 by County of its rights under this ROE.

22 3. Notice of Work: Prior to any entry upon the Property for any of the purposes  
23 herein above set forth, County shall notify the authorities in charge named below by  
24 written and/or oral notice at least twenty-four (24) hours prior to entry.

25 Name: [Redacted]  
26 Address: [Redacted]  
27 Phone: [Redacted]

1           4. Liens: County shall not permit to be placed against the Property, or any part  
2 thereof, any design professionals', mechanics', materialman's contractors' or  
3 subcontractors' liens with the regard to County's actions upon the Property.

4           5. Hold Harmless: Grantor shall indemnify and hold harmless the County of  
5 Riverside, its Agencies, Districts, Special Districts and Departments, their respective  
6 directors, officers, Board of Supervisors, elected and appointed officials, employees,  
7 agents and representatives (individually and collectively hereinafter referred to as  
8 Indemnitees) from any liability whatsoever, based or asserted upon any services of  
9 Grantor, its officers, employees, subcontractors, agents or representatives arising out of  
10 or in any way relating to this Agreement, including but not limited to property damage,  
11 bodily injury, or death or any other element of any kind or nature whatsoever arising from  
12 the performance of Grantor, its officers, employees, subcontractors, agents or  
13 representatives Indemnitors from this Agreement. Grantor shall defend, at its sole  
14 expense, all costs and fees including, but not limited, to attorney fees, cost of  
15 investigation, defense and settlements or awards, the Indemnitees in any claim or action  
16 based upon such alleged acts or omissions.

17           With respect to any action or claim subject to indemnification herein by Grantor,  
18 Grantor shall, at their sole cost, have the right to use counsel of their own choice and  
19 shall have the right to adjust, settle, or compromise any such action or claim without the  
20 prior consent of COUNTY; provided, however, that any such adjustment, settlement or  
21 compromise in no manner whatsoever limits or circumscribes Grantor's indemnification  
22 to Indemnitees as set forth herein.

23           Grantor's obligation hereunder shall be satisfied when Grantor has provided to  
24 COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the  
25 action or claim involved.

26           6. Access Interference: Access by the County will not interfere with the rights of  
27 any other parties that are occupying or using the Property.



1           7. Compliance with Laws: County shall, in all activities undertaken pursuant to  
2 this ROE, comply and cause its contractors, agents, and employees to comply with all  
3 federal, state, and local laws, statutes, orders, ordinances, rules, regulations, plans,  
4 policies and decrees. Without limiting the generality of the foregoing, County, at its sole  
5 cost and expense, shall obtain any and all permits which may be required by any law,  
6 regulation or ordinance for any activities County desires to conduct or have conducted  
7 pursuant to this ROE.

8           8. Entire ROE: This ROE is the result of negotiations between the Parties hereto.  
9 The Parties further declare and represent that no inducement, promise or agreement not  
10 herein expressed has been made to them and this ROE contains the entire agreement  
11 of the Parties, and that the terms of this ROE are contractual and not a mere recital. Any  
12 ambiguity in the ROE or any of its provisions shall not be interpreted against the party  
13 drafting the ROE.

14           9. Warranty of Authority: The undersigned represents that it has the authority to,  
15 and does, bind the person or entity on whose behalf and for whom it is signing this ROE  
16 and the attendant documents provided for herein, and this ROE and said additional  
17 documents are, accordingly, binding on said person or entity.

18           10. Choice of Law: This ROE will be governed and construed by the laws of the  
19 State of California.

20           11. Venue: Any action at law or in equity brought by either of the Parties hereto  
21 for the purpose of enforcing a right or rights provided for by this ROE shall be tried in a  
22 court of competent jurisdiction in the County of Riverside, State of California, and the  
23 Parties hereby waive all provisions of law providing for a change of venue in such  
24 proceedings to any other county.

25           12. Language for Use of Electronic (Digital) Signatures. This Agreement may be  
26 executed in any number of counterparts, each of which will be an original, but all of which  
27 together will constitute one instrument. Each party of this Agreement agrees to the use  
28 of electronic signatures, such as digital signatures that meet the requirements of the

1 California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to  
2 1633.17), for executing this Agreement. The parties further agree that the electronic  
3 signatures of the parties included in this Agreement are intended to authenticate this  
4 writing and to have the same force and effect as manual signatures. Electronic signature  
5 means an electronic sound, symbol, or process attached to or logically associated with  
6 an electronic record and executed or adopted by a person with the intent to sign the  
7 electronic record pursuant to the CUETA as amended from time to time. The CUETA  
8 authorizes use of an electronic signature for transactions and contracts among parties  
9 in California, including a government agency. Digital signature means an electronic  
10 identifier, created by computer, intended by the party using it to have the same force and  
11 effect as the use of a manual signature, and shall be reasonably relied upon by the  
12 parties. For purposes of this section, a digital signature is a type of "electronic signature"  
13 as defined in subdivision (i) of Section 1633.2 of the Civil Code.

14 13. Modification: The ROE shall not be changed, modified, or amended except  
15 upon the written consent of the Parties hereto.

16 (SIGNATURES ON NEXT PAGE)

1 IN WITNESS WHEREOF, the Parties hereto have executed this Right of Entry  
2 Agreement on the date first above written.

3  
4 Date: \_\_\_\_\_

5 COUNTY:  
6 COUNTY OF RIVERSIDE, a political  
7 Subdivision of the State of California

GRANTOR:  
[Insert information]

8  
9  
10 By: \_\_\_\_\_  
11 , Chair  
12 Board of Supervisors

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

13  
14  
15  
16  
17 APPROVED AS TO FORM:  
18 Minh C. Tran, County Counsel

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

19  
20 By: \_\_\_\_\_  
21 Deputy County Counsel

22  
23  
24 DC:sc/1092023/XXXX/30.880  
25  
26  
27  
28



April 7, 2023

Riverside County  
Charity Douglass, Assistant Director  
Department of Public Social Services  
4060 County Circle  
Riverside, CA 92553

SUBJECT: Community Care Expansion (CCE) Preservation Program Fiscal Year (FY) 2022-23 Award Letter and Final Award Amount

Dear Assistant Director Charity Douglass:

Thank you for your continued interest in the California Department of Social Services (CDSS) Community Care Expansion (CCE) Program. CDSS is pleased to inform you that Riverside County is awarded an additional **\$1,797,978** in CCE Preservation Operating Subsidy Payment (OSP) funds from the FY 2022-23 budget appropriation.

The Director Certification submitted by your county indicated that your county could accept additional OSP funds and additional Capital Project (CP) funds, should they be available. The remaining program funds from the CCE Preservation FY 2021-22 for OSPs and CPs are now available to participating counties. CDSS is distributing these remaining funds consistent with the need-based methodology described in Section IV of the All County Welfare Directors Letter (ACWDL) dated December 14, 2022.

In addition to the FY 2022-23 augmentation outlined above, Riverside County is awarded **\$223,521** in additional OSP funds and **\$186,808** in additional CP funds from the remaining FY 2021-22 appropriation. These funds were also redistributed consistent with the need-based methodology described in Section IV of the All County Welfare Directors Letter (ACWDL) dated December 14, 2022.

In total, Riverside County is awarded the following allocation(s) to administer and implement the CCE Preservation Program:

- **\$3,800,551** for OSP funds
- **\$5,029,091** for CP funds

Funds must be used to support CCE Preservation operations as described in the [Notice of Funding Availability \(NOFA\) dated June 10, 2022](#), and the [ACWDL dated December 14, 2022](#). Funds used for the purpose of OSPs must be obligated no later than June 30, 2027 and liquidated no later than June 30, 2029. Funds used for the purposes of CPs must be obligated no later than June 30, 2024 and liquidated no later than December 31, 2026.

Following the release of this award letter, Advocates for Human Potential, Inc. (AHP) will issue a Program Funding Agreement. The Program Funding Agreement will outline expectations and responsibilities related to acceptance of the award, including incorporation of funding terms and conditions outlined in the NOFA, ACWDL, and the signed Director's Certification. The CCE Preservation Program grant award is not final, and no funding will be disbursed, until a Program Funding Agreement has been fully executed, which occurs when the Program Funding Agreement is signed by authorized representatives for both Riverside County and AHP. Prior to that time, the CDSS and AHP have the right to conduct additional due diligence to ensure fulfillment of all programmatic and fiscal requirements, including but not limited to, eligibility and award amount. Any costs incurred outside the performance period of a fully executed Program Funding Agreement may not be reimbursed.

Please contact AHP at [cce.preservation@ahpnet.com](mailto:cce.preservation@ahpnet.com) with any questions.

Sincerely,



JULIE MCQUITTY, Branch Manager  
Program Policy and Quality Assurance Branch  
Housing and Homelessness Division  
California Department of Social Services

CC:

Rowena Concepcion, Deputy Director  
Arrin M. Banks, Contracts & Grants Analyst