

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



**ITEM:** 3.20  
(ID # 26647)

**MEETING DATE:**  
Tuesday, March 11, 2025

**FROM :** HOUSING AND WORKFORCE SOLUTIONS

**SUBJECT:** HOUSING AND WORKFORCE SOLUTIONS (HWS): Ratify and Accept the Encampment Resolution Funding (ERF) from the State of California Business, Consumer Services and Housing Agency (BCSH), California Interagency Council on Homelessness (Cal ICH) for Housing and Encampment Response for The Murrieta Creek River Bottom; Approve and Authorize the Director of HWS to enter into and execute Standard Agreement 24-ERF-3-R-100027 with BCSH and execute Subrecipient Agreements with ERF Subrecipients and MOU's for the ERF Program; District 3. [Total Cost \$12,612,779; 100% State Funds] (4/5 Vote Required)

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

1. Ratify and Accept the Encampment Resolution Funding (ERF) from the State of California, administered by the Business, Consumer Services and Housing Agency (BCSH), California Interagency Council on Homelessness (Cal ICH), in the amount of \$12,612,778.95 to prevent, reduce, and end homelessness;

Continued on page 2

**ACTION:** 4/5 Vote Required, Policy

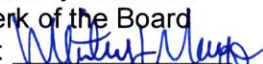
  
Heidi Marshall, Director 2/25/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: March 11, 2025  
xc: HWS

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. Ratify and Authorize the Director of the Department of Housing Workforce Solutions (HWS), or designee, to enter into and execute Standard Agreement 24-ERF-3-R-100027, substantially as to form as detailed in Attachment A, with BCSH to receive ERF Program funds, in the total aggregate amount of \$12,612,778.95 effective upon BCSH approval and terminating no later than April 15, 2029, subject to availability of fiscal funding and as approved as to form by County Counsel;
3. Approve the form of the attached Subrecipient Agreement Template for the ERF Program (Attachment D), substantially as to form and as approved as to form by County Counsel, for use with Riverside County Departments for eligible activities;
4. Approve the form of the attached Memorandum of Understanding (MOU) Template for the ERF Program (Attachment E), substantially conforming in form and as approved as to form by County Counsel, for use with Riverside County Departments for eligible activities;
5. Authorize the Director of HWS, or designee to execute individual Encampment Resolution Funding Subrecipient Agreements and MOUs, substantially confirming in form and substance to the Template and as approved as to form by County Counsel, with each subrecipient, for the projects, effective on the start date and terminating on the end date, in an amount not to exceed the total grant amount, as set forth in Attachment B;
6. Authorize the Director of HWS, or designee, based on the availability of fiscal funding and as approved as to form by County Counsel, to administer all actions necessary and sign all necessary documents related to the administration of the ERF grant award, in accordance with program requirements, including to: (a) sign amendments to Subrecipient Agreements or MOU's that make modification to the statement of work and stay within the intent of the agreement or MOU; and (b) sign amendments to the compensation provisions of the Subrecipient Agreements or MOU's, including moving funds between each agency not to exceed the total grant amount of the ERF Program, as set forth in the Standard Agreement and approved by BCSH;
7. Ratify and Authorize the Purchasing Agent to issue Purchase Order(s) for ERF Program Subrecipients in an amount not to exceed total grant amounts, as set for in Attachment B; and
8. Approve and direct the Auditor-Controller to make the budget adjustment shown in Attachment C.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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<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>	\$6,306,390	\$6,306,389	\$12,612,779	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% State Funding			<b>Budget Adjustment:</b> Yes	
			<b>For Fiscal Year:</b> 24/25 - 25/26	

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

**BACKGROUND:**

**Summary**

On April 30, 2024, the Riverside County Department of Housing and Workforce Solutions (HWS) submitted a proposal to the State of California requesting \$12,612,778.95 under the Encampment Resolution Funding Program (ERF). This program, administered by the California Department of Housing and Community Development (HCD) within the Business, Consumer Services and Housing Agency, provides one-time, competitive grant funding to Continuums of Care and/or local jurisdictions. To date, three rounds of the Encampment Resolution Funding Program have been offered.

The proposed funding will support the Murrieta Creek Home Project (MCHP), an initiative aimed at addressing encampments along the Murrieta Creek riverbed. This area spans over twelve miles, connecting the unincorporated areas of Temecula, Murrieta, Wildomar, and Lake Elsinore. Building on the success of the County's multidisciplinary approach at the Santa Ana River Bottom (SARB) and San Jacinto River Bottom (SJR) encampments—both funded through previous ERF rounds—the County will expand its efforts to implement a housing-first, person-centered approach at Murrieta Creek. The project aims to empower individuals residing in encampments and facilitate successful transitions into permanent housing.

Key components of the MCHP include the creation of 50 additional emergency shelter beds through partnerships with God's Fan Club dba Project Touch and the City of Murrieta, and the establishment of 80 permanent housing subsidies to support the rapid rehousing of individuals experiencing homelessness. These measures will provide both immediate stabilization and long-term housing solutions for the population served by the project.

The MCHP will leverage existing partnerships and infrastructure established through the Regional Housing Alliance, a coalition of four southwest cities and surrounding areas within Riverside County.

The requested ERF funding will support a multidisciplinary team comprising of Riverside County Departments, including Housing and Workforce Solutions (and the Housing Authority of the County of Riverside), Riverside University Health System—Behavioral Health, and the Department of Animal Services, along with the City of Murrieta and the emergency shelter



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provider, God's Fan Club dba Project Touch. Memorandums of Understanding (MOUs) and Subrecipient Agreements will formalize the collaboration among all partners.

**Impact on Residents and Businesses**

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

**Contract History and Price Reasonableness**

In accordance with Ordinance 459.6, this agreement is exempt from competitive bidding under Category II, Exceptions, c. Contracts for shelter home and youth home services and e. Services rendered by any federal, state, or local government agency.

**ATTACHMENT:**

- Attachment A            Standard Agreement
- Attachment B            Encampment Resolution Subrecipients
- Attachment C            Schedule A - Budget Adjustment
- Attachment D            Subrecipient Agreement Template
- Attachment E            Memorandum of Understanding Template

 Brett Austin, Supervising Accountant	2/26/2025	 Stacy Orton, Assistant Director of Purchasing	2/28/2025
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 Brianna Lontajo, Principal Management Analyst	3/5/2025
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 Aaron Gettis, Chief of Deputy County Counsel	2/27/2025
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**SCO ID:**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER  
24-ERF-3-R-100027

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME

County of Riverside

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

4/15/2029

3. The maximum amount of this Agreement is:

\$12,612,778.95 (Twelve Million Six Hundred Twelve Thousand Seven Hundred Seventy-Eight Dollars and Ninety-Five Cents)

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

Exhibits	Title	Pages
Exhibit A	Authority, Purpose, and Scope of Work	6
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C*	General Terms and Conditions	GTC 4/2017
Exhibit D	ERF General Terms and Conditions	11
Exhibit E	Special Terms and Conditions	2
	TOTAL NUMBER OF PAGES ATTACHED	23

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

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

County of Riverside

11/18/2024

CONTRACTOR BUSINESS ADDRESS

13407 Gold Medal Court

CITY

Riverside

STATE

CA

ZIP

92503

PRINTED NAME OF PERSON SIGNING

Heidi Marshall

TITLE

Director, HWS

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

11/19/2024

**SCO ID:**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-ERF-3-R-100027

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

651 Bannon Street, Suite 400

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

Diana Malimon

TITLE

Contract Services Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Diana Malimon

DATE SIGNED

12/19/2024

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo, dated 06/12/1981)

## EXHIBIT A

### **AUTHORITY, PURPOSE, AND SCOPE OF WORK**

#### 1. **Authority**

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

The Program is administered by the California Department of Housing and Community Development (“HCD”) in the Business, Consumer Services and Housing Agency (“Agency”). ERF provides one-time, competitive grant funds to Continuums of Care and / or Local Jurisdictions as defined below. To date, there have been three rounds of the Encampment Resolution Funding Program. This Standard Agreement governs the Rolling Disbursement in Round 3 of the ERF Program (“ERF-3-R”). For this Standard Agreement, ERF-3-R is synonymous with “ERF” or “Program” and refers to programs and grantees under Health and Safety Code 50252.1(c)(1).

This Standard Agreement along with all its exhibits (“Agreement”) is entered into by HCD and a Continuum of Care or a Local Jurisdiction (“Grantee”) under the authority of, and in furtherance of, the purpose of the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the [Notice of Funding Availability](#) (“NOFA”) dated November 27, 2023, under which the Grantee applied, the representations contained in the Grantee’s application, HCD guidance or directives, and the requirements appearing in the statutory authority for the Program cited above.

#### 2. **Purpose**

As stated in the NOFA, the Program’s objective is to fund actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments. Resolving these experiences of homelessness will necessarily address the safety and wellness of people within encampments, resolve critical encampment concerns, and transition individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches. These projects must comply with the principles of Housing First as defined in Welfare and Institutions Code section 8255. Proposals may bolster existing, successful models and/or support new approaches that provide safe stable, and ultimately permanent housing for people experiencing homelessness in encampments. Expenditures shall be consistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

Program Name: Encampment Resolution Funding Program “ERF”  
NOFA Date: November 27, 2023  
Approved Date: 08-14-2024  
Prep. Date: 10-04-2024

## EXHIBIT A

### 3. **Definitions**

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

- A. “Additional funding round moneys” means moneys appropriated for the program in or after fiscal year 2022–23.
- B. “Agency” means the Business, Consumer Services, and Housing Agency.
- C. “Applicant” means a continuum of care or local jurisdiction.
- D. “Continuum of Care” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
- E. “Council” means the California Interagency Council on Homelessness, previously known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- F. “County” includes, but is not limited to, a city and county.
- G. “Department” means the California Department of Housing and Community Development.
- H. “Funding round 1 moneys” means moneys appropriated for the program in fiscal year 2021–22.
- I. “Homeless” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
- J. “Local Jurisdiction” means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.
- K. “Program” means the Encampment Resolution Funding program established pursuant to this chapter.
- L. “Recipient” means an applicant that receives grant funds from HCD for the purposes of the program.
- M. “State right-of-way” means real property held in title by the State of California

Additional definitions for the purposes of ERF program:

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## EXHIBIT A

“Grantee” is “a Continuum of Care or a Local Jurisdiction that receives grant funds from HCD for the purposes of the program. Grantee is synonymous with “Recipient.”

“Subrecipients” or “Subgrantees” are entities that receive subawards from “Recipients” or “Grantees” to carry out part of the Program.

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

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

### 4. **Scope of Work**

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

As detailed in [Exhibit A.2](#), the Program’s objective is to fund grantees to implement actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments.

Grantees will implement their ERF funded local proposals in compliance with the terms and conditions of this Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee’s application, HCD guidance and directives, and the requirements per the authorizing statute.

Expenditures shall be consistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. Permissible eligible uses and activities are detailed below in Exhibit B, Budget Details and Payment Provisions.

Grantees are expected to be close partners with HCD. This means timely and accurate reporting, candid communication of successes and challenges, and availability of persons, information, or materials.

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

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

Program Name: Encampment Resolution Funding Program “ERF”  
NOFA Date: November 27, 2023  
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## EXHIBIT A

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

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

### 5. HCD Contract Coordinator

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

	PROGRAM	GRANTEE
ENTITY:	California Department of Housing and Community Development	County of Riverside
SECTION/UNIT:	Policy and Program Support	
ADDRESS:	651 Bannon Street, Suite 400 Sacramento, CA, 95811	13407 Gold Medal Court, Riverside, California 92503
CONTRACT COORDINATOR	Jeannie McKendry	Tanya Torno
PHONE NUMBER:	(916) 490-9589	(442) 315-0264
EMAIL ADDRESS:	<a href="mailto:HPDHomelessnessGrants@hcd.ca.gov">HPDHomelessnessGrants@hcd.ca.gov</a> <a href="mailto:Jeannie.McKendry@hcd.ca.gov">Jeannie.McKendry@hcd.ca.gov</a>	<a href="mailto:ttorno@rivco.org">ttorno@rivco.org</a>

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Prep. Date: 10-04-2024

## EXHIBIT A

The Department reserves the right to change their HCD Contract Coordinator, designee, contract administering entity, and / or contact information at any time with reasonable notice to the Grantee.

All requests to update the Grantee information listed within this Agreement shall be emailed to the HCD grant's general email box at [HPDHomelessnessGrants@hcd.ca.gov](mailto:HPDHomelessnessGrants@hcd.ca.gov).

Notice to either party may be given by email. Such notice shall be effective when received as indicated on email. Changes to the HCD Contract Coordinator, designee, and / or contact information or grantee information can be made without a formal amendment.

### 6. **Effective Date, Term of Agreement, and Deadlines**

- A. This Agreement is effective upon execution by HCD, which includes signature from the Grantee and HCD. This is indicated by the HCD provided signature and date on the second page of the accompanying STD. 213, Standard Agreement.
- B. Performance shall start no later than 30 days, or on the express date set by HCD and the Grantees, after all approvals have been obtained and the Grant Agreement is fully executed. Should the Grantee fail to commence work at the agreed upon time, HCD, upon five (5) days written notice to the grantee, reserves the right to terminate the Agreement.
- C. Grantees will continue to perform until the Agreement is terminated, including data reporting and participation in program evaluation activities, as needed.
- D. This Agreement will terminate on April 15, 2029.

Grantees shall submit a Final Work Product by April 1, 2028. The Final Work Product will include programmatic and fiscal data and a narrative on the outputs and outcomes of the program on a reporting template to be provided by HCD.

HCD will review submitted Final Work Products and collaborate with Grantees to cure any deficiencies by April 15, 2029.

Grantees are expected to continue performing until April 15, 2029. This means timely and accurate reporting, candid communication of success or shortcomings, and availability of persons, information, or materials.

- E. Expenditure and Obligation Deadlines:

Program Name: Encampment Resolution Funding Program "ERF"  
NOFA Date: November 27, 2023  
Approved Date: 08-14-2024  
Prep. Date: 10-04-2024

**EXHIBIT A**

- 1) Grantees shall expend no less than 50 percent and obligate 100 percent of Program funds by June 30, 2025.
- 2) Grantees that have not obligated 100 percent of their Program funds by June 30, 2025, shall submit an alternative disbursement plan to HCD for approval no later than July 30, 2025. This alternative disbursement plan should detail the explanation for the delay and plans for all future obligations and expenditures.
- 3) Grantees not meeting the requirements outlined in (i) may be subject to additional corrective action, as determined by HCD.
- 4) All Program funds (100 percent) shall be expended by June 30, 2027. Any funds not expended by this date shall revert to the fund of origin pursuant to HSC Section 50253(e)(5).

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **Payee**

Name: County of Riverside                      Amount: \$12,612,778.95

2. **General Conditions Prior to Disbursement**

All Grantees must submit the following completed forms prior to ERF being released:

- A. Request for Funds Form ("RFF")
- B. STD 213 Standard Agreement form and Exhibits A, B, D and E
- C. STD 204 Payee Data Record or Government Agency Taxpayer ID Form

3. **Disbursement of Funds**

ERF will be disbursed to the Grantee in one allocation upon receipt, review and approval of the completed Standard Agreement and RFF by HCD.

The RFF must include the proposed eligible uses and the amount of funds proposed to be expended.

4. **Budget Details and Expenditure of Funds**

The Grantee shall expend Program funds on eligible uses and activities as detailed in the submitted, approved budget. HCD reserves the right to direct specific line-item changes in the originally submitted Application budget or subsequently submitted budgets.

A. **Budget Changes**

1) Process:

Budget modification requests should be made as part of the quarterly report process. These requests will be reviewed in the first week after quarterly reports are received. HCD may consider budget change requests outside of this process, through email as needed due to documented, exigent circumstances. Grantees carry the burden to anticipate foreseeable budget change requests and should plan accordingly.

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## EXHIBIT B

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

2) Conditions requiring a budget modification request:

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

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

Regardless of an increase or decrease of an expenditure amount, any significant or material programmatic or fiscal change shall be submitted to HCD for prior approval.

### B. Eligible Uses

Eligible uses and activities must be consistent with HSC Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, HCD guidance or directives, the NOFA under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in [Exhibit A.2, Purpose](#).

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

**Rapid Rehousing:** Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management and facilitate access to other community-based services.

**Operating Subsidies:** Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

## EXHIBIT B

**Street Outreach:** Street outreach to assist eligible persons to access crisis services, interim housing options, and permanent housing and services.

**Services Coordination:** Services coordination, which may include access to workforce, education, and training programs, or other services needed to improve and promote housing stability for eligible persons, as well as direct case management services being provided to persons.

**Systems Support:** Systems support for activities that improve, strengthen, augment, complement, and/or are necessary to create regional partnerships and a homeless services and housing delivery system that resolves persons' experiences of unsheltered homelessness.

**Delivery of Permanent Housing:** Delivery of permanent housing and innovative housing solutions, such as unit conversions that are well suited for eligible persons.

**Prevention and Shelter Diversion:** Prevention and shelter diversion to permanent housing, including flexible forms of financial assistance, problem solving assistance, and other services to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. This category is only available to serve people who were formerly residing in the prioritized ERF encampment site.

**Interim Sheltering:** Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.

**Improvements to Existing Emergency Shelters:** Improvements to existing emergency shelters to lower barriers, increase privacy, better address the needs of eligible persons, and improve outcomes and exits to permanent housing.

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

Program funds shall not be expended on Site Restoration or other Ineligible Costs as detailed immediately below.

### 5. Ineligible Costs

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Prep. Date: 10-04-2024

## EXHIBIT B

ERF shall not be used for costs associated with activities in violation, conflict, or inconsistent with Health and Safety Code sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, HCD guidance or directives, the NOFA under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in [Exhibit A.2, Purpose](#).

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

HCD, at its sole and absolute discretion, shall make the final determination regarding the allowability of ERF expenditures.

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

An expenditure which is not authorized by this Agreement, or by written approval of HCD, or which cannot be adequately documented, shall be disallowed, and must be reimbursed to HCD by the Grantee at an amount and timeframe determined by HCD.

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

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

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NOFA Date: November 27, 2023  
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Prep. Date: 10-04-2024

**EXHIBIT D**

**ERF GENERAL TERMS AND CONDITIONS**

**1. Termination and Sufficiency of Funds**

**A. Termination of Agreement**

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

**B. Sufficiency of Funds**

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

**2. Transfers**

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

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

Grantee submitted a standardized budget to HCD as part of their application for the Program.

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application, or any approved modification or addition thereto is untrue, incorrect,

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incomplete, or misleading in such a manner that would substantially affect HCD approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then HCD may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

### 4. **Reporting, Evaluation, and Audits**

#### A. **Reporting Requirements**

##### 1) Timing and Format of Reports.

Grantee is required to provide HCD or its agents with all data and outcomes that may inform an assessment of the funded proposal. Grantees shall report quarterly and have one Final Work Product submitted prior to this Agreement's termination.

The quarterly reports shall be submitted on a template to be provided by HCD at least 90 days prior to the first reporting deadline. HCD may request interim reports as needed and will provide no less than 30 days' notice to Grantees.

##### 2) Required Data

Grantees will be required to provide, at minimum:

- Outreach and service path data at the anonymized, individual level.
- Current housing status of persons served in the aggregate.
- Status of funding as presented in the HCD approved, standardized budget.
- Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use HCD supplied funding codes.

HCD's discretion in identifying which information shall be included in these reports is final. Grantees shall also report information in the form and manner required by HCD. Failure to comply will be considered a breach.

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



## **EXHIBIT D**

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

Grantees shall comply with the data entry requirements of AB 977, located at Welfare and Institutions Code section 8256(d).

3) **HCD usage of Reports**

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

4) **Failure to Report**

If the Grantee fails to provide any such report, HCD may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

### **B. Evaluation**

- 1) At HCD's discretion, Grantees shall participate in a program evaluation regarding their implementation of ERF awards. To support this effort, HCD will contract a third party to complete the evaluation.
- 2) Grantees are expected to be close partners with HCD for this program evaluation and for all evaluative aspects of this Program. This means timely and accurate reporting, candid communication of successes or challenges, and availability of persons, information, or materials. More specifically, Grantees must cooperate with HCD, or its designee as reasonably required to implement an evaluation plan. This includes providing or facilitating the collection of data and materials as reasonably requested by HCD or its designee.
- 3) For the purpose of evaluation, HCD or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable advance notice.

## **EXHIBIT D**

- 4) Grantees should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation by the Grantee or subgrantee.
- 5) Grantees shall notify HCD and provide copies of any reports or findings if Grantee conducts or commissions any third-party research or evaluation regarding their funded project.
- 6) All terms and conditions that apply to reporting similarly apply to evaluation.

### **C. Auditing**

HCD reserves the right to perform or cause to be performed a financial audit. At HCD request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. Should an audit be required, the Grantee shall adhere to the following conditions:

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

## **5. Inspection and Retention of Records**

### **A. Record Inspection**

HCD or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCD, or its designee, with any relevant information requested within 30 days of a written request.

## **EXHIBIT D**

The Grantee agrees to give HCD or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the ERF laws, HCD guidance or directives, and this Agreement.

### **B. Record Retention**

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

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

### **C. Public Records Act**

The grantees' final ERF-3-R application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code.

## **6. Breach and Remedies**

### **A. Breach of Agreement**

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

- 1) Grantee's failure to comply with the terms or conditions of this Agreement.
- 2) Use of, or permitting the use of, Program funds provided under this Agreement for any ineligible activities.
- 3) Any failure to comply with the deadlines set forth in this Agreement.

### **B. Remedies for Breach of Agreement**

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

**EXHIBIT D**

- 1) Conduct program monitoring which will include a corrective action plan (CAP) with findings, remedies, and timelines for resolving the findings.
- 2) Bar the Grantee from applying for future ERF funds.
- 3) Revoke any other existing ERF award(s) to the Grantee.
- 4) Require the return of any unexpended ERF funds disbursed under this Agreement.
- 5) Require repayment of ERF funds disbursed and expended under this Agreement.
- 6) Require the immediate return to HCD of all funds derived from the use of ERF.
- 7) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with ERF requirements.

C. All remedies available to HCD are cumulative and not exclusive.

D. HCD may give written notice to the Grantee to cure the breach or violation within a period of not less than 14 days.

7. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of HCD to enforce at any time the provisions of this Agreement, or to require at any time performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of HCD to enforce these provisions.

8. **Nondiscrimination**

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or any other characteristic protected by state or federal law.

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Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, Section 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, Section 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, Section 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

### 9. **Conflict of Interest**

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

- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, Section 81000 et seq.).

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- D. Representatives of a County: A representative of a County serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the County.

10. **Drug-Free Workplace Certification**

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

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

- A. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:
- 1) The dangers of drug abuse in the workplace.
  - 2) Grantee's policy of maintaining a drug-free workplace.
  - 3) Any available counseling, rehabilitation, and employee assistance program.
  - 4) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.
- B. Provide, as required by Government Code Section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
- 1) Will receive a copy of Grantee's drug-free policy statement, and
  - 2) Will agree to abide by terms of Grantee's condition of employment or

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subcontract.

**11. Child Support Compliance Act**

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

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

**12. Special Conditions – Grantees/Subgrantee**

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

- A. The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:
  - 1) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
  - 2) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
  - 3) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.

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- 4) Agree to include and enforce all the terms of this Agreement in each subcontract.

13. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

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

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

14. **Inspections**

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

15. **Litigation**

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

**EXHIBIT D**

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

**EXHIBIT E**

**SPECIAL TERMS AND CONDITIONS**

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

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## EXHIBIT E

6. HCD maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct Grantees to take specified actions or risk breach of this Agreement. Per HSC Section 50252.1(d), HCD has authority to:
  - A. Monitor grantee performance.
  - B. Require a grantee not meeting goals to accept technical assistance from the Department.
  - C. Limit the allowable uses of program funds for a grantee that is not meeting goals.
7. Grantees will be provided reasonable notice and HCD's discretion in making these determinations are absolute and final.
8. **Non-Bond Funded**

The Department represents that the intent of [Exhibit D.1.B, Sufficiency of Funds](#) is only to preserve the legislature's ability to make changes to appropriations and matters that are lawfully subject to change through the Budget Act. The Department represents and warrants that as of the date of this Agreement the non-bond funds referenced in the Encampment Resolution Funding Program, Round 3 Notice of Funding Application dated November 27, 2023, for this Agreement are appropriated to and available for the purposes of this Agreement, and further, that upon execution of this Agreement said funds are deemed allocated to and encumbered for the purposes described in this Agreement and shall not be terminated or reduced as a result of [Exhibit D.1.B, Sufficiency of Funds](#) once construction has commenced in compliance with Program requirements and in accordance with the construction commencement requirements within this Agreement. If not continuously appropriated, said funds must still be disbursed prior to any applicable disbursement or expenditure deadline set forth in this Agreement.

**Attachment B**

<b>ERF-3-R Murrieta Creek Home Project Budget</b>		
Subrecipient	Term	Amount
City of Murrieta	01/01/2025 – 06/30/2027	\$6,655,713.60
God's Fan Club dba Project Touch	01/01/2025 – 06/30/2027	\$1,095,000.00
RUHS-BH	01/01/2025 – 06/30/2027	\$1,443,292.71
DPSS	01/01/2025 – 06/30/2027	\$1,699,388.52
Animal Services	01/01/2025 – 06/30/2027	\$141,750.00
HACR	01/01/2025 – 06/30/2027	\$977,025.60
Administrative Costs	12/19/2024 – 04/15/2029	\$600,608.52
	Total	\$12,612,778.95

ATTACHMENT A  
Housing and Workforce Solutions  
Budget Adjustment  
Fiscal Year 2024/2025

Increase in Appropriations:

21300-5500300000-536200	Contrib To Non-County Agency	\$6,306,390
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Increase in Estimated Revenues:

21300-5500300000-755680	CA- Other Operating Grants	\$6,306,390
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County of Riverside  
Department of Housing and Workforce Solutions  
3403 10<sup>TH</sup> St. Ste. 300  
Riverside, CA 92501

and

CONTRACTOR

Encampment Resolution Funding Project Name

HWSCoC-



**HWS** HOUSING AND  
WORKFORCE  
SOLUTIONS  
ENGAGE. ENCOURAGE. EQUIP.



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Schedule A – Payment Provisions

Schedule B – Scope of Services

#### List of Attachments hereto and incorporated by reference

Attachment I – Assurance of Compliance

Attachment II – Contractor Payment Request

Attachment III – Supporting Documentation

Attachment IV - Time and Activity Report

Attachment V - V – Standard Agreement 24-ERF-3-R-100027

This Agreement is made and entered into effective \_\_\_\_\_ by and between CONTRACTOR, a California nonprofit corporation (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing and Workforce Solutions (herein referred to as "COUNTY"). The parties agree as follows:

# 1. DEFINITIONS

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

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

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

2. DESCRIPTION OF SERVICES

CONTRACTOR shall provide all services as outlined and specified in Schedule B, Scope of Services, Attachment I – Assurance of Compliance, Attachment II – Contractor Payment Request, terms of Standard Agreement 24-ERF-3-R-100027 all of which are attached hereto and incorporated herein as referenced.

3. PERIOD OF PERFORMANCE

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

4. COMPENSATION

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

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

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

6. TERMINATION FOR CONVENIENCE

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

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

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

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

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

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

7. TERMINATION FOR CAUSE

A. COUNTY may, at any time, upon five (5) days written notice, terminate this Agreement for cause, if CONTRACTOR refuses or fails to comply with the terms of this Agreement, or fails

to make progress that may endanger performance and does not immediately cure such failure, Cause shall include, but is not limited to:

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

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

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

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

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

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

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

#### 8. REQUEST FOR WAIVER AND WAIVER OF BREACH

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



construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.

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

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

10. CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST

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

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

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

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

11. RECORDS, INSPECTIONS, AND AUDITS

A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting CONTRACTOR performance through any combination of on-site visits, inspections, evaluations, and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items. CONTRACTOR shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

B. CONTRACTOR agrees that COUNTY, or their designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. CONTRACTOR agrees to provide COUNTY, or their designees, with any relevant information requested. CONTRACTOR agrees to permit COUNTY, or their designees, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such

records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), program guidance document published on the website, and this Agreement. CONTRACTOR further agrees to retain all records described in this paragraph for a minimum of five (5) years after the termination of this Agreement. If any litigation, claim negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

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

- (1) If a financial audit is required by COUNTY, the audit shall be performed by an independent certified public accountant.
- (2) The CONTRACTOR shall notify COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by COUNTY to the independent auditor's working papers.
- (3) The CONTRACTOR is responsible for the completion of audits and all costs of preparing audits.
- (4) If there are audit findings, the CONTRACTOR must submit a detailed response acceptable to COUNTY for each finding within ninety (90) days from the date of the audit finding report.

## 12. CONFIDENTIALITY

- A. CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.
- B. CONTRACTOR shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning person receiving services pursuant to this Agreement. CONTRACTOR shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement. CONTRACTOR shall comply with Welfare and Institutions Code Section (WIC) 10850.

- C. CONTRACTOR shall take special precautions, including but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- D. CONTRACTOR shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. HOLD HARMLESS/INDEMNIFICATION

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

14. INSURANCE

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

- C. CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- E. It is understood and agreed to by the parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- G. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to COUNTY.
- I. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

## 15. WORKER'S COMPENSATION

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

16. VEHICLE LIABILITY

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

17. COMMERCIAL GENERAL LIABILITY

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

Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with minors, and the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Vendor/Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$2,000,000 per occurrence or claim.

18. INDEPENDENT CONTRACTOR

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

19. PROFESSIONAL LIABILITY

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis,

such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as long as the law allows.

20. USE BY POLITICAL ENTITIES

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

21. LICENSES AND PERMITS

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

22. NO DEBARMENT OR SUSPENSION

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

23. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

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

- a. County of Riverside Continuum of Care Written Standards:  
<https://www.harivco.org/Portals/0/Documents/coc-written-standards-amended-82218.pdf?ver=2020-08-07-153345-780>
- b. County of Riverside Continuum of Care Board of Governance Charter:  
<https://www.harivco.org/Portals/0/Governance%20Charter%20Amended%2010-28-2021.pdf>

- c. County of Riverside Continuum of Care Homeless Management Information System (HMIS) Charter:  
<https://www.harivco.org/Portals/0/Documents/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>

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

#### 24. INSPECTIONS

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

#### 25. EMPLOYMENT PRACTICES

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

#### 26. CHILD SUPPORT COMPLIANCE ACT

- A. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The CONTRACTOR, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department (EDD).
- C. In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within ten (10) days when required by the

EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of this Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

## 27. DRUG FREE WORKPLACE CERTIFICATION

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

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

## 28. PERSONNEL

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

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

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



CONTRACTOR shall immediately remove that person from providing services under this Agreement.

C. Background Checks

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

29. LOBBYING

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

30. ADVERSE GOVERNMENT ACTION

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

31. SUPPLANTATION

CONTRACTOR shall not supplant any federal, state or COUNTY funds intended for the purpose of this Agreement with any funds made available under any other agreement. CONTRACTOR shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue. CONTRACTOR agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of

obtaining state funds under any state program or COUNTY funds under any COUNTY programs without prior approval of COUNTY.

32. ASSIGNMENT

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

33. FORCE MAJEURE

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

34. GOVERNING LAW

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

35. DISPUTES

A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed diligently with the performance of this Agreement pending resolution of a dispute.

B. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

36. ADMINISTRATIVE/CONTRACT LIAISON

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

37. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

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

B. Participant Complaints

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

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

Civil Rights Complaints should be referred to:

Program Manager  
Riverside County Department of Housing and Workforce Solutions  
3403 10<sup>th</sup> Street, Suite 300  
Riverside CA. 92501

C. Services, Benefits and Facilities

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

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

D. Cultural Competency

CONTRACTOR shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between Participants and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services. For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the Participant in both languages.

38. NOTICES

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

**COUNTY:**

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

**CONTRACTOR:**

39. **SIGNED IN COUNTERPARTS**

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

40. **ELECTRONIC SIGNATURES (after SIGNED IN COUNTERPARTS)**

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

41. **MODIFICATION OF TERMS**

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


42. **ENTIRE AGREEMENT**

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

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

Authorized Signature for CONTRACTOR:	Authorized Signature for COUNTY:
FORM COPY - DO NOT SIGN	FORM COPY - DO NOT SIGN
Printed Name of Person Signing:	Printed Name of Person Signing: Heidi Marshall
Title:	Title: Director
Date Signed:	Date Signed:

Approved as to form:  
Minh C. Tran  
County Counsel

By:   
Paula S. Salcido  
Deputy County Counsel

**A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT**

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

<b>BUDGET CATEGORY</b>	<b>Total</b>
<b>Total</b>	

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

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

**A.3 WITHHELD PAYMENTS**

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

**A.4 DISALLOWANCE**

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

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

#### A.5 FISCAL ACCOUNTABILITY

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

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

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

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

#### A.7 FINAL REIMBURSEMENT

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

**B.1 GENERAL REQUIREMENTS**

CONTRACTOR shall adhere to all applicable provisions outlined in Agreement and all applicable conditions of Standard Agreement No. 24-ERF-3-R-100027 between BCSH and COUNTY, and applicable State of California requirements governing the use of Encampment Resolution funds and shall cooperate with COUNTY in fulfilling its obligations thereunder. . In addition, CONTRACTOR shall:

- a. Be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. CONTRACTOR shall also provide Participant linkages to other sources of support. CONTRACTOR shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- b. Participate in and accept its Participant referrals from the CoC CES. The CES is a part of the Riverside County CoC's cohesive and integrated housing crisis response system with existing programs, bringing them together into a "no-wrong-door" system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals. CES participation is a federal and state requirement under HEARTH Act 2009, 24 CFR parts 91 and 576; 24 CFR 576.400(d); and 25 CCR Section 8409.
- c. Participate in outreach efforts with other county agencies dedicated to serving the encampment project area.
- d. Conduct initial assessment which will include, but not limited to completion of the VI-SPDAT and the collection of any documents necessary to facilitate service provision and make a determination of the most suitable temporary housing options.
- e. Link households/individuals in the target population to rapid re-housing options while securing permanent housing with individualized supportive services.
- f. Provide housing navigation assistance and implement landlord recruitment efforts (including rental subsidies and incentives such as security deposits/holding fees) to support households with identifying units, viewing, applying, securing, and moving into permanent housing units.
- g. Provide move-in assistance, rental assistance, hotel vouchers and other goods/services needed to help seniors stabilize or maintain in permanent housing.
- h. Provide move-in assistance, rental assistance, hotel vouchers and other goods/services needed to help seniors stabilize or maintain in permanent housing.
- i. Provide housing and case management services that are low barrier, trauma informed, culturally responsive and Housing First-oriented which recognizes that the most effective solution to homelessness is permanent housing and all housing for the homeless should be provided immediately and without any preconditions.
- j. Agree to participate in the HMIS.



1. HMIS security policies and procedures, and entering required Participant data on a regular and timely basis.
2. COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant CONTRACTOR access to use the HMIS software for the term of this Agreement.
3. CONTRACTOR shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside CoC HMIS Policies and Procedures Manual, which is located on the County of Riverside CoC website: <https://www.harivco.org/HomelessManagementInformationSystem/tabid/237/Default.aspx>.
4. CONTRACTOR must maintain a valid HMIS End User Agreement on file with the COUNTY, which is located on the County of Riverside CoC website: <https://www.harivco.org/HomelessManagementInformationSystem/tabid/237/Default.aspx>.

**B.2 PERFORMANCE MEASUREMENTS OUTCOME STATEMENT**  
Outcomes (Data Analysis)

# of households served:	
# of people served	
# of households to achieve housing stability: (Note: Report should include breakdown of # of persons connected to each type of housing and services)	
# of persons to achieve housing stability: (Note: Report should include breakdown of # of persons connected to each type of housing and services)	
Percentage of persons exiting back into Homelessness:	
Percentage of eligible and willing persons served to retain or obtain mainstream benefits:	

**B.3 SPENDING MILESTONES**

Percent Spent		Spending Timeframe
50%		June 30, 2025
75%		June 30, 2026
100%		June 30, 2027

- B.4** The SUBRECIPIENT will provide interim housing, outreach, rental assistance for XXXX coupled with case management, life skills, and linkage to employment opportunities or assistance with obtaining supplemental income. The program is expected to serve XXX individuals. SUBRECIPIENT will be working closely with its shelter providers, recuperative care providers,

Riverside County Workforce Development, Goodwill Industries, California Department of Motor Vehicles, Social Security Administration, Riverside University Health Systems – Public Health and Behavioral Health, and other COUNTY Departments. The ERF-3-R proposed outcomes include: (1) Placements into housing, referrals to services, (2) reduction of environmental impacts, fire incident (3) Trail accessibility and (4) address recidivism.

## B.5 COORDINATED ENTRY SYSTEM

1. Participation is defined by CES training attendance, complying with Riverside County CES Charter, Policies and Procedures, data collection, valid user agreements, and entering required client data on a regular and timely basis.  
<https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%20Policies%20and%20Procedures%20Amended%205%202021.pdf>
2. SUBRECIPIENT shall work with the CES Lead Agency to ensure that screening, assessment and referral of program participants are consistent with the CES Charter, Policies and Procedures which are located on the County of Riverside CoC website:  
<https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%20Policies%20and%20Procedures%20Amended%205%202021.pdf>
3. SUBRECIPIENT agrees to work with the CES Lead Agency and coordinate delivery of services (e.g., street outreach, housing navigation, case management, landlord incentive programs, and all other supportive services and housing assistance) to support inquiries received through the CES HomeConnect Hotline and by name list.
4. SUBRECIPIENT agrees to participate in the CES HomeConnect Navigation Council Review Meetings facilitated by the CES Lead Agency.
5. SUBRECIPIENT shall utilize the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) to screen individuals with high barriers to help them gain access to housing services through the CES.
6. SUBRECIPIENT agrees to provide BCSH access to CES data collected and entered the SUBRECIPIENT'S HMIS, upon request, and to participate in any statewide data initiative as directed by BCSH, including, but not limited to, a statewide data integration environment.

## B.6 REPORTING

- A. SUBRECIPIENT shall follow all HMIS requirements to ensure that complete and accurate data are in HMIS on an ongoing basis unless exempted for special population such as victims of domestic violence and, upon request from HWS CoC staff, submit information on time to HWS CoC to ensure that HWS CoC staff has complete and accurate information to conduct any kind of reporting including annual reports to BCSH.
- B. Information needed for reporting purposes include but are not limited to the followings. Subrecipient is required to have such information on HMIS and as needed, establish internal mechanism(s) to ensure that information listed below is tracked on an ongoing basis and available at all times during the contract term and record retention period.
  1. An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the status of those funds.

2. The unduplicated number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.
  3. The type of housing assistance provided, broken out by the number of individuals.
  4. Outcome data for individual served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.
5. Documentation of Services Provided.
6. Increases in capacity for new and existing programs.
  7. The number of unsheltered homeless individuals becoming sheltered.
  8. The number of homeless persons entering permanent housing.
- C. Breakdowns will be expected for each activity (i.e., services, capital improvements, Rental Assistance, etc.) and program type (i.e., Emergency Shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities identified by the U.S. Department of Housing and Urban Development (HUD):
1. Chronically Homeless
  2. Homeless Veterans
  3. Unaccompanied Homeless Youth
  4. Homeless persons in families with children
- D. SUBRECIPIENT will also be asked to comment on the following:
1. Progress made toward local homelessness goals.
  2. The alignment between ERF funding priorities and “Housing First” principles adopted by the Homeless Coordinating and Financing Council.
  3. Any other effects from ERF funding that the CoC would like to share (optional).

#### B.7 DESCRIPTION OF SERVICES

- a. Accept referrals through the County’s Coordinated Entry System (CES).
- b. Provide Rental Assistance and Rapid Rehousing (RRH) (Housing identification, Rent and move-in assistance; and Intensive Case management and services).
  1. ERF-3-R eligible RRH activities include:
    - i. Rental and utility arrears payments
    - ii. Rental application fees
    - iii. Moving costs
    - iv. Security deposits (not to exceed 2 months) and holding fees
    - v. Rental subsidies
    - vi. Landlord incentives
    - vii. Housing search assistance
    - viii. Housing stabilization case management services
    - ix. Flexible Subsidies

- c. Target population will serve homeless individuals and families currently in short-term, non-congregate shelter.
- d. Provide case management that includes but is not limited to:
  - 1. Intake assessment, income, housing history and current living circumstances
  - 2. Housing navigation assistance
  - 3. Assistance to clients with completing applications and negotiations to landlords as needed
  - 4. Developing individuals Service Plans with clients to ensure long-term stability
  - 5. Document the development of individuals services plans, including detailed notes on interactions and progress, within the HMIS system
  - 6. Transportation Assistance: Provide or coordinate transportation services to ensure access to essential resources, including healthcare, employment opportunities, and housing appointments
- e. Continuing case management a minimum of 12 months after the client has graduated from the program to ensure stability.
- f. Connecting clients to mainstream benefits such as, but not limited to:
  - 1. Employment assistance
  - 2. Job training programs
  - 3. CalWorks
  - 4. CalFresh
  - 5. SSI/SSDI
  - 6. Mental Health services
- g. Provide landlord incentives to increase housing opportunities for vulnerable populations.
  - 1. Landlord incentives can include, but are not limited to:
    - i. Security deposits
    - ii. Application fee's
    - iii. Holding fees
    - iv. Utility Deposits
    - v. First and Last month's rent
    - vi. Marketing to secure and retain new and partnering landlords
- h. Coordinate with other team members from the Integrated Homeless Encampment Response Team for planning, implementation, and execution of response to ERF.
- i. Assists with developing a timeline and schedule to areas for engagement (e.g., outreach and coordination, abatement, and other responses resulting in permanent housing).
- j. Assists with canvassing service area to determine legal jurisdiction of each participating entity.
- k. Engages regularly with individuals residing in area to facilitate appropriate social service linkages such as housing, workforce, behavioral, mental and/or substance use services.
- l. Responds to emergencies such as flood(s) and fire(s) impacting the area and residents who live there by posting notice and assisting with search and rescue activities to help relocate individuals to emergency housing or safe zones.

- m. Completes the Survey 1-2-3 Homeless Encampment Assessment Tool for designated service areas to determine resident occupancy levels, household composition including animals, housing-type (e.g., tents, underground structures, makeshift, and vehicles), and potential safety risks and/or hazards.
- n. Utilizes the VI-SPDAT (Vulnerability Index – Service Prioritization Decision Assistance Tool or other CoC-approved assessment tool) to complete assessments and determine risk and prioritization when providing assistance to homeless and at-risk of homelessness populations.
- o. Participates in the Homeless Management Information System (HMIS) and enrolls individuals into outreach projects, enters case notes, and identifies services provided.
- p. Participates in all county homeless response meetings such as the CES Community Partnership Meeting and activities concerning the San Jacinto River Bottom.
- q. Develops and delivers educational materials on fire management and suppression to residents and community stakeholders supporting encampment response.
- r. Receives encampment information and coordinate responses with lead agencies and partnering jurisdictions and will deploy planning and coordination calls for the site reported.
- s. Prepares reports to partnering Integrated Homeless Encampment Response Team members and assists with monitoring progress (e.g., linkage to permanent housing and services).

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

CONTRACTOR  
NAME OF ORGANIZATION

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director's Signature

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

CR50-Vendor Assurance of Compliance

COUNTY OF RIVERSIDE  
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

**CONTRACTOR PAYMENT REQUEST**

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

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

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

Select Payment Type(s) Below:

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

☐ Actual Payment \$ \_\_\_\_\_  
(reimbursement of actual program costs)

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

\$0.00

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

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

\_\_\_\_\_  
Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE**

\_\_\_\_\_  
Purchase Order # (10) \_\_\_\_\_ Invoice # \_\_\_\_\_

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

\_\_\_\_\_  
Program \_\_\_\_\_ Date \_\_\_\_\_  
Fiscal \_\_\_\_\_ Date \_\_\_\_\_

COUNTY OF RIVERSIDE

Attachment III  
Supporting Documentation Instructions

**SUPPORTING DOCUMENTATION**

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

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

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

**CLAIM DOCUMENTATION REQUIRED BY THE COUNTY**

**RAPID REHOUSING / EMERGENCY SHELTER**

---

Lease agreement - Must be submitted at time of client entry into the program and each time a lease expires or changes.)

---

Invoice or documentation of rent amount and due date

---

Proof of payment (receipt and cancelled check or check stub)

---

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

---

Program Individual Staff Breakdown form

---

Time Sheet

---

Time and Activity Report

---

Pay Stub or Payroll Report

---

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

---

Invoice or receipt that is dated and has a detailed explanation of charges.

---

Proof of payment (cancelled check or check stub)

---



HUD EMERGENCY SOLUTION GRANT TIME/ACTIVITY REPORT

AGENCY NAME - EMPLOYEE NAME

DATES: (dates for pay period)

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

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

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

Employee Signature

Date

Supervisor Signature

Date

**Riverside County Housing and Workforce Solutions**  
Continuum of Care (CoC) Division  
3403 Tenth Street, Suite 300  
Riverside, CA 92501

MEMORANDUM OF UNDERSTANDING:

AGENCIES:

PROJECT: Encampment Resolution

MOU EFFECTIVE PERIOD:

MAXIMUM REIMBURSABLE AMOUNT:

This Memorandum of Understanding, [CONTRACT NO], (herein referred to as "MOU") is made and entered into by and between Riverside County Housing and Workforce Solutions (herein referred to as "HWS") and [DEPARTMENT]

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

**WHEREAS**, ERF is administered by the California Department of Housing and Community Development ("HCD") in the Business, Consumer Services and Housing Agency ("BCSH") and provides one-time, competitive grant funds to Continuums of Care and/or Local Jurisdictions; and,

**WHEREAS**, HWS entered into Standard Agreement No. 24-ERF-3-R-100027 with the State of California BCSH to receive \$12,612,778.95 in ERF-3-R funding allocated to HWS; and,

**WHEREAS**, HWS desires to contract with [DEPARTMENT] for eligible uses of ERF funds that are consistent with HSC Sections 50250 – 50254, other applicable laws, the terms and conditions of Standard Agreement No 24-ERF-3-R-100027, HCD guidance or directives, and in compliance with the principles of Housing First as defined in Welfare and Institutions Code section 8255; and,

**NOW, THEREFORE**, HWS and [DEPARTMENT] do hereby covenant and agree that HWS shall provide said funds and [DEPARTMENT] shall provide said services in accordance with the TERMS and CONDITIONS (T&C) contained hereto of this MOU. The T&C specify the responsibilities of HWS and [DEPARTMENT].

<b>Authorized Signature for DEPARTMENT:</b>  FORM COPY - DO NOT SIGN	<b>Authorized Signature for Riverside County Housing and Workforce Solutions:</b>  FORM COPY - DO NOT SIGN
Printed Name of Person Signing:	Printed Name of Person Signing: Heidi Marshall
Title:	Title: Director of Housing and Workforce Solutions
Address:	Address: 3403 Tenth Street, Suite 300 Riverside, CA 92501
Date Signed:	Date Signed:

Approval as to Form  
Minh Tran  
County Counsel

Approval as to Form  
Minh Tran  
County Counsel

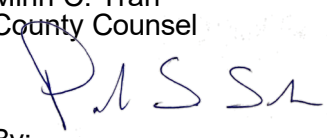
By: \_\_\_\_\_  
[NAME]  
Deputy County Counsel

By: \_\_\_\_\_  
[NAME]  
Deputy County Counsel

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

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

Approved as to form:  
Minh C. Tran  
County Counsel

  
 By:  
 Paula S. Salcido  
 Deputy County Counsel

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## TERMS AND CONDITIONS

### 1. DEFINITIONS

- A. "Administrative Entity" means a unit of general-purpose local government (city, county or a city that is also a county) or nonprofit organization that has previously administered federal Department of Housing and Urban Development Continuum of Care funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations that has been designated by its Continuum of Care to administer ERF Program funds.
- B. "Budget Amendment" means any change affecting the overall total grant amount awarded that may or may not affect the scope of work.
- C. "Budget Modification" means any change on the dollar amounts of budget line items without any change on the overall total grant amount awarded of this agreement.
- D. "BCSH" means Business, Consumer Services and Housing Agency.
- E. "Cal ICH" means the California Interagency Council on Homelessness in the Business, Consumer Services and Housing Agency.
- F. "CES" means the Riverside County Coordinated Entry System that serves to prioritize Homeless individuals according to longest length of homelessness and greatest service needs.
- G. "CES Lead Agency" or "HomeConnect" means the County of Riverside's Coordinated Entry System Lead Agency responsible for facilitating the coordination and management of resources and services through Riverside County's crisis response system.
- H. "Chronically Homeless" means an individual or family with a head of household, who is homeless and resides in a place not meant for human habitation, a safe haven, or in an emergency shelter, and has been homeless and residing in such a place continuously for at least 1 year or on at least four separate occasions in the last 3 years, as defined in Section 578.3 of Title 24 of the Code of Federal Regulation (CFR). The statutory definition also requires that the individual or family has a head of household with a diagnosable substance use disorder, serious mental illness, developmental disability, post-traumatic stress disorder, cognitive impairment resulting from a brain injury, or chronic physical illness or disability.
- I. "COUNTY" or "HWS" means the County of Riverside and its Housing and Workforce Solutions Department, which has administrative responsibility for this Agreement. HWS and COUNTY are used interchangeably in this Agreement.
- J. "ERF-3-R" or "Program" means Round 3 of the Encampment Resolution Funding Program. ERF and Program are used interchangeably in this MOU.
- K. "Expend" or "Expended" means all ERF-3-R funds Obligated under this Agreement or Subcontract have been fully paid and receipted, and no invoices remain outstanding.

- L. "HMIS" means the Riverside County Homeless Management Information System.
- M. "Housing First" has the same meaning as in Welfare and Institutions Code section 8255, including all of the core components listed therein.
- N. "Instance(s) of Service" means each encounter with a member of the Target Population where services are provided for each of the eligible grant activities. For example, one individual checks into a warming center operated by provider X on Tuesday. The same individual checks into the same warming center the next night. This counts as two (2) instances of service for this activity.
- O. "Navigation Center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.
- P. "Obligate" or "Obligated" means that the SUBRECIPIENT has placed orders, awarded contracts, received services, or entered into similar transactions that require payment from the ERF funds allocated to SUBRECIPIENT pursuant to this Agreement.
- Q. "Participants" refers to individuals who receive services funded by this MOU.
- R. "Permanent Housing" means a structure or set of structures with subsidized or unsubsidized rental housing units subject to applicable landlord-tenant law, with no limit on length of stay and no requirement to participate in supportive services as a condition of access to or continued occupancy in the housing. Permanent Housing includes Permanent Supportive Housing. "Rental Assistance or Subsidies" means housing vouchers, rapid-rehousing programs, and eviction prevention strategies.
- S. "Permanent Supportive Housing" means Permanent Housing with no limit on the length of stay that is occupied by the target population and that is linked to onsite or offsite services that assist the supportive housing residents in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Permanent Supportive Housing includes associated facilities if used to provide services to housing residents.
- T. "Rapid Re-Housing" means a model of housing assistance that is designed to assist the Homeless, with or without disabilities, move as quickly as possible into Permanent Housing and achieve stability in that housing. Rapid Re-Housing assistance is time-limited, individualized, flexible, and is designed to complement and enhance Homeless system performance and the performance of other Homeless projects.
- U. "Rental Assistance" means the provision of housing vouchers to provide Homelessness Prevention, transitional or Permanent Housing to eligible persons.
- V. "Subcontract" means to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the SUBRECIPIENT with a

subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.

W. "SUBRECIPIENT" means Riverside University Health System – Behavioral Health, including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT, [DEPARTMENT], and Riverside University Health System – Behavioral Health are used interchangeably in this Agreement.

X. "Target Population" means any person who is Homeless as defined in this MOU.

## 2. DESCRIPTION OF SERVICES

A. [DEPARTMENT] shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services.

B. [DEPARTMENT] represents that it has the skills, experience, and knowledge necessary to perform under this MOU and the HWS relies upon this representation. [DEPARTMENT] shall perform to the satisfaction of the HWS and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

C. [DEPARTMENT] affirms that it is fully apprised of all of the work to be performed under this MOU and [DEPARTMENT] agrees it can properly perform this work at the prices stated in Schedule A. [DEPARTMENT] is not to perform services or provide products outside of this MOU.

D. Acceptance by HWS of the [DEPARTMENT] performance under this MOU does not operate as a release of [DEPARTMENT] responsibility for full compliance with the terms of this MOU.

## 3. PERIOD OF PERFORMANCE

This MOU shall be effective XXXXX("Effective Date") and continues in effect through XXXXX, unless terminated earlier. [DEPARTMENT] shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter until the end of the period of performance. HWS and [DEPARTMENT] agree that all services provided to the Target Population are estimated to be, and shall be, fully performed by XXXXX

## 4. COMPENSATION

HWS shall pay [DEPARTMENT] for services performed, products provided, and expenses incurred in accordance with the terms of Schedule A, Payment Provisions. HWS is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Schedule A, HWS shall not be responsible for payment of any of [DEPARTMENT] expenses related to this MOU. One hundred percent (100%) of ERF funds allocated to [DEPARTMENT], pursuant to this MOU, shall be Expended by XXXXX("Expenditure Deadline"). Any ERF funds paid to [DEPARTMENT], but not Expended pursuant to this MOU by XXXXX shall be returned to HWS within five (5) business days. In the event this MOU is terminated prior to XXXXX any funds paid to [DEPARTMENT] but not Expended prior to the date of termination, shall be returned to HWS within five (5) business days of the notice of termination to be returned to BCSH and revert to the General Fund.

## 5. SUPPLANTATION

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

6. DISALLOWANCE

In the event [DEPARTMENT] receives payment for services under this MOU which is later disallowed for nonconformance with the terms and conditions herein by HWS, it shall promptly refund the disallowed amount to HWS on request, or at its option, HWS may offset the amount disallowed from any payment due to [DEPARTMENT] under any MOU with HWS.

7. CONFIDENTIALITY

[DEPARTMENT] shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this MOU shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the [DEPARTMENT] shall be considered and kept confidential by the [DEPARTMENT], its staff, agents, employees and volunteers. [DEPARTMENT] shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this MOU with the MOU or before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the [DEPARTMENT] by HWS.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

[DEPARTMENT] shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this MOU and agrees to inform all persons directly or indirectly involved in administration of services provided under this MOU of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

8. ASSIGNMENT

Neither party shall assign any interest in this MOU, nor transfer any interest in the same, whether by assignment or novation, without the prior written consent of the other party. Any attempt to



assign or delegate any interest herein without written consent of the other party shall be deemed void and of no force or effect.

9. COMPLIANCE WITH APPLICABLE LAWS

[DEPARTMENT] and HWS shall comply with all applicable federal, state and local laws and regulations. In the event there is a conflict between the various laws or regulations that may apply, [DEPARTMENT] and HWS shall comply with the more restrictive law or regulation.

10. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

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

11. NOTICES

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

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

DEPARTMENT [DEPARTMENT]

12. DISPUTES

A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this MOU which is not resolved by the parties shall be decided by HWS's Compliance Contract Officer who shall furnish the decision in writing. The decision of HWS'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. [DEPARTMENT] shall proceed diligently with the performance of this MOU pending resolution of a dispute.

B. Prior to the filing of any legal action related to this MOU, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The Parties shall share the cost of the mediations.

13. MODIFICATION OF TERMS

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

14. TERMINATION

This MOU may be terminated without cause by either party by giving thirty (30) days prior written notification to the other party.

15. SIGNED IN COUNTERPARTS

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

16. ELECTRONIC SIGNATURES

Each party of this MOU agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this MOU. The parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process 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.

17. ENTIRE MOU

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

Schedule A  
Payment Provisions

A.1 MAXIMUM REIMBURSABLE AMOUNT

[DEPARTMENT] shall be reimbursed by HWS, in an amount not to exceed \$1,443,292.71. Said funds shall be spent according to the line-item budget below:

Budget Category	Description	Duration	Cost
Total			\$

*Funds may be shifted between line items with prior written approval by HWS and cannot exceed the maximum reimbursable amount.*

A.2 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. [DEPARTMENT] will be paid the actual amount of each approved monthly invoice. HWS may delay payment if the required supporting documentation, as set forth in Attachment III, attached hereto and incorporated herein by this reference, is not provided or other requirements are not met. [DEPARTMENT] shall also submit the following documents with each approved monthly invoice:
  - 1) Subrecipient Payment Request Form (Attachment II)
  - 2) Subrecipient ERF-3-R Time/Activity Report (Attachment V)
- b. All completed claims must be submitted on a monthly basis 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.

A.3 INELIGIBLE COSTS

ERF funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses must be consistent with HSC Sections 50250-50254, other applicable laws, the terms and conditions of Standard Agreement No. 24-ERF-3-R-100027, HCD guidance or directives, and must be in compliance with the principles of Housing First as defined in Welfare and Institutions Code section 8255.

HWS reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this MOU. HWS has the authority to withhold funds under this MOU pending a final determination by HWS of questioned expenditures or indebtedness. If the [DEPARTMENT] or its funded subcontractors use ERF funds to pay for ineligible activities, the [DEPARTMENT] shall be required to reimburse these funds to the HWS. Upon final determination by HWS of disallowed expenditures or indebtedness, HWS may deduct and retain the amount of the disallowed or indebtedness from the amount of the withheld funds.

1. An expenditure which is not authorized under this MOU, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the HWS.

2. Expenditures for activities not described above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50219 and such activities are approved in writing by HWS and BCSH prior to the expenditure of funds for those activities.
3. BCSH, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of ERF funds.

#### A.4 ADMINISTRATIVE COSTS

Under this agreement, the [DEPARTMENT] may use no more than five percent (5%) of the awarded amount for administrative costs. HWS and/or BCSH shall make the final determination regarding the classification of expenditures as administrative costs or direct activity costs.

#### A.5 EXPENDITURE OF FUNDS AND SPENDING MILESTONES

[DEPARTMENT] shall Expend one hundred percent (100%) of all funds under this agreement by April 30, 2027. Unless approved by HWS in writing, all final requests for reimbursement of authorized ERF expenditures under this Grant must be submitted to HWS no later than May 31, 2027.

<b>% Spent</b>	<b>Milestone Date</b>
50%	June 30, 2025
75%	June 30, 2026
100%	April 30, 2027

#### A.6 ADVANCES

HWS may issue a one-time advance payment to [DEPARTMENT] in an amount not to exceed fifty percent (50%) of the maximum reimbursable amount upon written request by the [DEPARTMENT]. Such written request must be submitted on [DEPARTMENT] letterhead and [DEPARTMENT] shall also complete the Subrecipient Payment Request Form 2076A (Attachment II). If an advance is issued, the advance will be recouped from the full amount of each monthly claim that is submitted. No additional payments will be made until the advance is completely recouped. *HWS reserves the right, in its sole discretion, to approve or deny an advance request based on funding availability.*

[DEPARTMENT] shall place the advance in an interest-bearing account. All proceeds from the interest-bearing account established by the [DEPARTMENT] for the deposit of ERF funds, along with any interest-bearing accounts opened by the subcontractors to the [DEPARTMENT] for the deposit of ERF funds, must be used for ERF-eligible activities. Under this agreement, no more than five percent (5%) of the awarded amount may be used for administrative costs.

#### A.7 BUDGET MODIFICATION, BUDGET AMENDMENT, AND OTHER AMENDMENT

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

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

**A.8 WITHHELD PAYMENTS**

Payments to [DEPARTMENT] may be withheld by HWS if [DEPARTMENT] fails to comply with the provisions of this MOU.

**A.9 REPROGRAMMING OF ERF FUNDS**

BCSH allows for the HWS to reprogram funds under the ERF Program from one eligible activity and/or jurisdiction to another after the application is approved and funds are disbursed. The HWS reserves the right to reprogram funds as needed after awards are announced to ensure funding spending goals and ERF Program compliance under Standard Agreement No. 24-ERF-3-R-100027.

During the course of the grant period, HWS will review grantee's spending to determine the projected amount to be spent/unspent by April 30, 2027. If the spending trend falls below the projected spending, HWS may elect to recoup projected unused funds and reprogram such funds to provide funding in areas with higher need.

**A.10 FISCAL ACCOUNTABILITY**

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

B.1 SCOPE OF SERVICES

A. Project Description

Encampment Resolution

[DEPARTMENT] agrees that it is aware of, and shall comply with, all applicable conditions of Standard Agreement 24-ERF-3-R-1000027 between BCSH and HWS, and applicable State of California requirements governing the use of Encampment Resolution funds and shall cooperate with HWS in fulfilling its obligations thereunder. In addition, [DEPARTMENT] shall:

- A. [DEPARTMENT] shall designate a [DEPARTMENT] team consisting of one (1) CES Coordinator, one (1) Certified Peer Support Specialist, one (1) Behavioral Health Specialist II, and one (1) Behavioral Health Specialist III.
- B. [DEPARTMENT] shall participate in monthly resource fairs with the multidisciplinary team (MDT) comprised of behavioral health, workforce, housing, healthcare/medical staff, and peer experts who will be deployed to partner with teams to administer and provide housing and services to individuals residing in the Murrieta Creek.
- C. [DEPARTMENT] shall purchase vehicle(s) and dedicate such vehicle(s) to providing services to homeless individuals in the Murrieta Creek.
- D. The MDT will focus on building rapport with each resident of the Murrieta Creek and build individual case plans that are centered around a person-led approach.
- E. [DEPARTMENT] shall provide substance use and mental health services to residents of the Murrieta Creek.
- F. [DEPARTMENT] shall prioritize services and specialty housing for individuals impacted by mental health and substance use disorders.
- G. Be responsible for the overall administration of the Project, including overseeing subcontractors, Participant services, case management, medical care, social services support, and legal support. [DEPARTMENT] shall also provide Participant linkages to other sources of support. [DEPARTMENT] shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- H. [DEPARTMENT] shall participate in reverse referrals and accept participant referrals from the CoC CES. The CES is a part of the Riverside County CoC's cohesive and integrated housing crisis response system with existing programs, bringing them together into a "no-wrong-door" system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals. CES participation is a federal and state requirement under HEARTH Act 2009, 24 CFR parts 91 and 576; 24 CFR 576.400(d); and 25 CCR Section 8409.

- I. [DEPARTMENT] shall participate in outreach efforts with other county agencies dedicated to serving the encampment project area.
- J. [DEPARTMENT] shall conduct initial assessment which will include, but not limited to completion of the VI-SPDAT and the collection of any documents necessary to facilitate service provision and make a determination of the most suitable temporary housing options.
- K. [DEPARTMENT] shall link households/individuals in the target population to rapid re-housing options while securing permanent housing with individualized supportive services.
- L. [DEPARTMENT] shall provide housing navigation assistance and implement landlord recruitment efforts (including rental subsidies and incentives such as security deposits/holding fees) to support households with identifying units, viewing, applying, securing, and moving into permanent housing units.
- M. [DEPARTMENT] shall provide move-in assistance, rental assistance, hotel vouchers and other goods/services needed to help seniors stabilize or maintain in permanent housing.
- N. [DEPARTMENT] shall provide housing and case management services that are low barrier, trauma informed, culturally responsive and Housing First-oriented which recognizes that the most effective solution to homelessness is permanent housing and all housing for the homeless should be provided immediately and without any preconditions.
  1. HMIS security policies and procedures and entering required Participant data on a regular and timely basis.
  2. HWS retains the rights to the HMIS and case management software application used in the operations of this property. HWS will grant [DEPARTMENT] access to use the HMIS software for the term of this Agreement.
  3. [DEPARTMENT] shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside CoC HMIS Policies and Procedures Manual, which is located on the County of Riverside CoC website:  
[https://rivcohws.org/sites/g/files/aldnop131/files/2023-05/county-of-riverside-coc-hmis-charter-rev-12-07-22\\_0.pdf](https://rivcohws.org/sites/g/files/aldnop131/files/2023-05/county-of-riverside-coc-hmis-charter-rev-12-07-22_0.pdf)
  4. [DEPARTMENT] must maintain a valid HMIS End User Agreement on file with the HWS, which is located on the County of Riverside CoC website:  
[https://rivcohws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%20%20Revised%209-10-2020%20\(1\).pdf](https://rivcohws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%20%20Revised%209-10-2020%20(1).pdf)

B. Project Detail

Project Component Type:	Service
Funding Costs for:	Encampment Resolution

Population Focus:	Homeless Individuals who reside in the Murrieta Creek and surrounding areas of the City of Murrieta and unincorporated areas
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### C. Performance Measurements Outcome Statement

#### 1. Outcomes (Data Analysis)

[DEPARTMENT] shall collect and report anticipated performance measures for meeting the following benchmarks with the new beds (in addition to those met with the existing beds):

# of households served:	60
# of people served	60
# of households to achieve housing stability: (Note: Report should include breakdown of # of persons connected to each type of housing and services)	48
# of persons to achieve housing stability: (Note: Report should include breakdown of # of persons connected to each type of housing and services)	48
Percentage of persons exiting back into Homelessness:	No more than 20%
Percentage of eligible and willing persons served to retain or obtain mainstream benefits:	80%

### B.2 HOMELESS MANAGEMENT INFORMATION SYSTEM

#### A. [DEPARTMENT] agrees to participate in the Homeless Management Information System (HMIS).

1. Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, data collection, and entering required client data on a regular and timely basis.
2. HWS retains the rights to the HMIS and case management software application used in the operations of this property. HWS will grant [DEPARTMENT] access to use the HMIS software for the term of this MOU.
3. [DEPARTMENT] shall ensure that employees using HMIS for client intake capture all required data fields, as set forth in the County of Riverside Continuum of Care HMIS Charter, which is located on the County of Riverside CoC website:  
[https://rivcohws.org/sites/g/files/aldnop131/files/2023-05/county-of-riverside-coc-hmis-charter-rev-12-07-22\\_0.pdf](https://rivcohws.org/sites/g/files/aldnop131/files/2023-05/county-of-riverside-coc-hmis-charter-rev-12-07-22_0.pdf)
4. [DEPARTMENT] must maintain a valid HMIS End User Agreement on file with HWS, which is located on the County of Riverside CoC website:  
[https://rivcohwpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%20%20Revised%209-10-2020%20\(1\).pdf](https://rivcohwpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%20%20Revised%209-10-2020%20(1).pdf)



5. [DEPARTMENT] agrees to provide BCSH access to HMIS data collected and entered into the [DEPARTMENT]'s HMIS, upon request, and to participate in any statewide data initiative as directed by BCSH, including, but not limited to, a statewide data integration environment.

### B.3 COORDINATED ENTRY SYSTEM

1. Participation is defined by CES training attendance, complying with Riverside County CES Charter, Policies and Procedures, data collection, valid user agreements, and entering required client data on a regular and timely basis.  
[https://drive.google.com/file/d/1L4tSjOq6j7VtD\\_XFtA89-uuJfKyhcbll/view?usp=sharing](https://drive.google.com/file/d/1L4tSjOq6j7VtD_XFtA89-uuJfKyhcbll/view?usp=sharing)
2. [DEPARTMENT] shall work with the CES Lead Agency to ensure that screening, assessment and referral of program participants are consistent with the CES Charter, Policies and Procedures which are located on the County of Riverside CoC website:  
[https://drive.google.com/file/d/1L4tSjOq6j7VtD\\_XFtA89-uuJfKyhcbll/view?usp=sharing](https://drive.google.com/file/d/1L4tSjOq6j7VtD_XFtA89-uuJfKyhcbll/view?usp=sharing)
3. [DEPARTMENT] agrees to work with the CES Lead Agency and coordinate delivery of services (e.g., street outreach, housing navigation, case management, landlord incentive programs, and all other supportive services and housing assistance) to support inquiries received through the CES HomeConnect Hotline and by name list.
4. [DEPARTMENT] agrees to participate in the CES HomeConnect Navigation Council Review Meetings facilitated by the CES Lead Agency.
5. [DEPARTMENT] shall utilize the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) to screen individuals with high barriers to help them gain access to housing services through the CES.
6. [DEPARTMENT] agrees to provide BCSH access to CES data collected and entered the [DEPARTMENT]'s HMIS, upon request, and to participate in any statewide data initiative as directed by BCSH, including, but not limited to, a statewide data integration environment.

### B.4 REPORTING REQUIREMENTS

- A. [DEPARTMENT] shall follow all HMIS requirements to ensure that complete and accurate data are in HMIS on an ongoing basis unless exempted for special population such as victims of domestic violence and, upon request from HWS CoC staff, submit information on time to HWS CoC to ensure that HWS CoC staff has complete and accurate information to conduct any kind of reporting including annual reports to BCSH.
- B. Information needed for reporting purposes include but are not limited to the following:
  1. [DEPARTMENT] is required to have such information on HMIS, establish internal mechanism(s) to ensure that information listed below is tracked on an ongoing basis and available at all times during the contract term and record retention period.
  2. An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the status of those funds.

3. The unduplicated number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.
  4. The type of housing assistance provided, broken out by the number of individuals.
  5. Outcome data for individual served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.
  6. Documentation of Services Provided.
  7. Increases in capacity for new and existing programs.
  8. The number of unsheltered homeless individuals becoming sheltered.
  9. The number of homeless persons entering permanent housing.
- C. Breakdowns will be expected for each activity (i.e., services, capital improvements, Rental Assistance, etc.) and program type (i.e., Emergency Shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities identified by the U.S. Department of Housing and Urban Development (HUD):
1. Chronically Homeless
  2. Homeless Veterans
  3. Unaccompanied Homeless Youth
  4. Homeless persons in families with children
- D. [DEPARTMENT] will also be asked to comment on the following:
1. Progress made toward local homelessness goals.
  2. The alignment between ERF funding priorities and “Housing First” principles adopted by the Homeless Coordinating and Financing Council.
  3. Any other effects from ERF funding that the CoC would like to share (optional).

## B.5 DESCRIPTION OF SERVICES

- a. Accept referrals through the County’s Coordinated Entry System (CES).
- b. Provide Rental Assistance and Rapid Rehousing (RRH) (Housing identification, Rent and move-in assistance; and Intensive Case management and services).
  1. ERF-3-R eligible RRH activities include:
    - i. Rental and utility arrears payments
    - ii. Rental application fees
    - iii. Moving costs
    - iv. Security deposits (not to exceed 2 months) and holding fees
    - v. Rental subsidies
    - vi. Landlord incentives
    - vii. Housing search assistance
    - viii. Housing stabilization case management services
    - ix. Flexible Subsidies

- c. Target population will serve homeless individuals and families currently in short-term, non-congregate shelter.
- d. Provide case management that includes but is not limited to:
  - 1. Intake assessment, income, housing history and current living circumstances
  - 2. Housing navigation assistance
  - 3. Assistance to clients with completing applications and negotiations to landlords as needed
  - 4. Developing individuals Service Plans with clients to ensure long-term stability
- e. Continuing case management a minimum of 12 months after the client has graduated from the program to ensure stability.
- f. Connecting clients to mainstream benefits such as, but not limited to:
  - 1. Employment assistance
  - 2. Job training programs
  - 3. CalWorks
  - 4. CalFresh
  - 5. SSI/SSDI
  - 6. Mental Health services
- g. Provide landlord incentives to increase housing opportunities for vulnerable populations.
  - 1. Landlord incentives can include, but are not limited to:
    - i. Security deposits
    - ii. Application fee's
    - iii. Holding fees
    - iv. Utility Deposits
    - v. First and Last month's rent
    - vi. Marketing to secure and retain new and partnering landlords
- h. Coordinate with other team members from the Integrated Homeless Encampment Response Team for planning, implementation, and execution of response to ERF.
- i. Assists with developing a timeline and schedule to areas for engagement (e.g., outreach and coordination, abatement, and other responses resulting in permanent housing).
- j. Assists with canvassing service area to determine legal jurisdiction of each participating entity.
- k. Engages regularly with individuals residing in area to facilitate appropriate social service linkages such as housing, workforce, behavioral, mental and/or substance use services.
- l. Responds to emergencies such as flood(s) and fire(s) impacting the area and residents who live there by posting notice and assisting with search and rescue activities to help relocate individuals to emergency housing or safe zones.
- m. Completes the Survey 1-2-3 Homeless Encampment Assessment Tool for designated service areas to determine resident occupancy levels, household composition including animals, housing-type (e.g., tents, underground structures, makeshift, and vehicles), and potential safety risks and/or hazards.

- n. Utilizes the VI-SPDAT (Vulnerability Index – Service Prioritization Decision Assistance Tool or other CoC-approved assessment tool) to complete assessments and determine risk and prioritization when providing assistance to homeless and at-risk of homelessness populations.
- o. Participates in the Homeless Management Information System (HMIS) and enrolls individuals into outreach projects, enters case notes, and identifies services provided.
- p. Participates in all county homeless response meetings such as the CES Community Partnership Meeting and activities concerning the Murrieta Creek.
- q. Develops and delivers educational materials on fire management and suppression to residents and community stakeholders supporting encampment response.
- r. Receives encampment information and coordinate responses with lead agencies and partnering jurisdictions and will deploy planning and coordination calls for the site reported.
- s. Prepares reports to partnering Integrated Homeless Encampment Response Team members and assists with monitoring progress (e.g., linkage to permanent housing and services).

B.5 [DEPARTMENT] shall submit reports, as requested by HWS, in order for HWS to comply with its reporting requirements set forth in the Standard Agreement.

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

\_\_\_\_\_  
ORGANIZATION

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

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

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

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

\_\_\_\_\_  
Date

4095 County Circle Drive  
Riverside, CA 92503

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

\_\_\_\_\_  
Subrecipient's Authorized Signature

CR50-Vendor Assurance of Compliance

ATTACHMENT II  
Subrecipient Payment Request FORM 2076A

COUNTY OF RIVERSIDE  
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

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

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

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

Select Payment Type(s) Below:

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

☐ Actual Payment \$ \_\_\_\_\_  
(reimbursement of actual program costs)

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

\$0.00

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

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

\_\_\_\_\_  
Authorized Signature Title Date

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

\_\_\_\_\_  
Purchase Order # (10) Invoice #

Amount Authorized

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

\_\_\_\_\_  
Program Date  
Fiscal Date

## HOUSING AND WORKFORCE SOLUTIONS FORMS INSTRUCTIONS

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

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

2076A

### SUBRECIPIENT PAYMENT REQUEST

#### "Remit to Name"

The legal name of your agency.

#### "Address"

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

#### "SUBRECIPIENT Name"

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

#### "Contract Number"

Can be found on the first page of your contract.

#### "Amount Requested"

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

#### "Payment Type"

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

#### "Any questions regarding..."

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

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

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

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

### **SUPPORTING DOCUMENTATION REQUIREMENTS**

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



❖ Rental Assistance Summary Worksheet, if applicable
❖ Summary Worksheet for other expenses
<b>LEASING / RENTAL ASSISTANCE – Required at time of client move-in and with any changes or (if applicable) annual recertification.</b>
❖ Lease agreement
❖ Rent reasonableness, if required by the grant
❖ Rent calculation, if required by the grant
<b>LEASING / RENTAL ASSISTANCE – Required with each claim.</b>
❖ Invoice or documentation of rent amount and due date
❖ Proof of payment (cancelled check or check stub)
<b>STAFF / PAYROLL – Required with each claim.</b>
❖ Time and Activity Report – Submit a separate time and activity report for each pay period with only the days from that pay period (not the entire month unless the employee is paid monthly).
❖ Include Pay Stub or Payroll Report
❖ All documentation must match with employee timesheet/timecard. *timesheet/timecard is not a substitute for the time and activity report
<b>STAFF – INSURANCE (Workers Comp, Health/Dental, etc.) – Required if reimbursement or match is being requested for insurance.</b>
❖ Copy of the policy with rate by employee – Required with first claim and with any changes.
❖ Invoice and proof of payment (cancelled check or check stub)
<b>OTHER EXPENSES</b>
❖ Invoice/receipt including date and explanation of expense
▪ Proof of payment of the credit card statement (cancelled check or check stub)
❖ Vehicle/mileage costs (including insurance) – Documentation must be provided that connects the vehicle or driver to the <b>specific</b> grant/contract.
<b>PROOF OF PAYMENT - CREDIT CARD PAYMENTS</b>
❖ Credit card statement with relevant charge(s) highlighted
▪ Proof of payment of the credit card statement (cancelled check or check stub)



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

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

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

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

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

**1. General Understandings:**

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

11. "Breach" shall mean the acquisition, access, use or disclosure of Identifying Information in a manner not permitted as defined in a111y Federal or State law, including, but not limited to:
  - a\_ The Health Insurance Portability and Accountability Act, 45 CFR section 16.4.502 ("HIPAA");
  - b\_ The Health Information Technology for Economic and Clinical Health Act, 42 USC 179211;
- 111\_ The California Confidentiality of Medical Information Act, Civil Code section 56.10 et seq.; "Client" refers to a person receiving services from the AGENCY\_
- lv\_ "De-Identifying Information" (also referred to as "non-Identifying" information), refers to data that has specific Client demographic information removed, to allow use of the data *without identifying* a, specific Client\_
- v\_ "Enter" or "entry" refers to the entry of any Client information into the HMIS\_
- vi\_ "HMIS" refers to the Homeless Management Information System\_
- v11\_ "HMIS staff" refers to the employees, contractors, or agents of HMIS LEAD assigned to administer the HMIS, as well as to analyze, review a111d report on the data outlined in HMIS\_
- vm\_ "Identifying Information" (also referred to as "confidential" data or information), refers to information about a Client that can be used to distinguish or trace the Client's identity, either alone or when combined with other personal or identifying information using methods reasonably likely to be used\_
- DL "Information" refers to both De-Identifying Information and identifying information\_
- x "AGENCY" refers generally to any service provider or organization signing this document that is participating or planning to participate in the HMIS\_
- n "Sharing," or "information sharing" refers to entering information into HMIS, or providing identifying information to other agencies, organizations, individuals, or providers that do not participate in the HMIS\_
- x11\_ "User" refers to AGENCY employees authorized to have, and having, access to the HMIS\_

IB. Use and Disclosure Whenever AGENCY enters information into HMIS, such Identifying Information will be available to the HMIS staff who may use it to: administer HMIS, conduct analysis, coordinate services, and prepare reports to be submitted to others in de-identifying form. AGENCY use and disclosure of HMIS Identifying Information may occur only in accordance with HMIS Policies, Standard Operating Procedures\_

C. Access AGENCY agrees to allow HMIS and its subcontractors access to information provided by the AGENCY in accordance with this Agreement and to carry out its duties with respect to the HMIS, which includes without limitation,



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

4. Information Collection, Release and Sharing Consent:

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

5. **HMIS Policy and Standard Operating Procedures:**

Notwithstanding any other provision of this Agreement, GENCY's use, and participation in the HMIS, and the use, disclosure, and submission of data to and from the HMIS shall, at all times, be governed by the *HMIS Notice of Privacy Practices* and the *HMIS Charter*, as revised from time to time, at the sole discretion of HMIS. Such *HMIS Charter* is incorporated in this agreement by reference and is located at [http://www.S.EADOTFL.org/ufu/omeeSS=ltJo..gram:slm\\_g.eo.eol\\_loJIDatiion-s.ys\\_m](http://www.S.EADOTFL.org/ufu/omeeSS=ltJo..gram:slm_g.eo.eol_loJIDatiion-s.ys_m). In the event of conflict between this Agreement and the *HMIS Charter*, the latter shall control.

6. **Sharing HMIS Data:**

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

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

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

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

- 3.8 Disabling Condition
- 3.10 Project Start Date
- 3.11 Project Exit Date
- 3.12 Destination
- 3.16 Current Location
- 3.20 Housing Source
- 3.21 Date
- 3.27 Living Situation
- 3.28 Income and Sources
- 3.29 Non-Cash Benefits
- 3.30 Health Insurance
- 4.5 Physical Disability
- 4.6 Developmental Disability
- 4.7 Chronic Health Condition
- 4.8 HIV/AIDS
- 4.9 Mental Health Problem
- 4.10 Substance Abuse
- 4.11 Domestic Violence
- 4.12 Contact
- 4.13 Date of Engagement
- 4.14 Enrollment History (Project and Organization name)



## 7\_ Client Information Correction:

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

## 8\_ Security:

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

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

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

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

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

C. User Authentication. AGENCY will permit access to IHMIS only with use of a User authentication system consisting of a username and a password which the User may not share with others. Written information pertaining to User access (e.g., username and password) shall not be stored or displayed in any publicly accessible location. Passwords shall be between eight and twelve characters long and include both letters and numbers. Passwords shall not be, or include the username, the HMIS vendor's name, the HMIS LEAD name, the AGENCY's name, or consist entirely of any word found in the common dictionary or any of the foregoing words spelled backwards. The time of default passwords on initial entry into the IHMIS is allowed so long as the User changes the default password on first use. Individual Users must not be able to log on to more than one workstation at a time, or be able to log on to the network at more than one location at a time. Passwords and usernames shall be consistent with guidelines issued from time to time by HUD and HMIS LEAD. Passwords and usernames shall not be exchanged electronically without HMIS LEAD's approval.

D. Hard Copies. The AGENCY must secure any paper or other hardcopy containing Identifying Information that is generated either by or for the IHMIS LEAD, including, but not limited to reports, data entry forms and signed consent forms. Any paper or other hardcopy generated by or for the HMIS LEAD that contains such information must be supervised all at all times when it is in a public area. If AGENCY staff is not present, the information must be secured in areas that are not publicly accessible. Agencies wishing to dispose of hard copies containing Identifying Information must do so by shredding the documents or by other reliable means with approval by IHMIS LEAD. Written information specifically pertaining to User access (e.g., username and password) must not be stored or displayed in any publicly accessible location.

E. Training/Assistance. IHMIS LEAD will conduct ongoing basic confidentiality training for all persons with access to the IHMIS and will train all persons who may receive

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County of Riverside CoC - HMIS Participating Agency Agreement - Revised 6/4/2020



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

#### 9. Information Entry Standards:

- A. Information entered into HIMIS by AGENCY will be truthful, accurate, complete and timely to the best of AGENCY's knowledge.
- 1B. AGENCY will *not* solicit from Clients, or enter information about Clients into the HIMIS database unless the information is required for a legitimate business purpose such as to provide services to the Client, to conduct evaluation, or research, to administer the program, or to comply with regulatory requirements.
- C. AGENCY will only enter information into the HIMIS database with respect to individuals which it serves or intends to serve, including through referral.
- D. AGENCY will enter information into the HMIS database within seven (7) calendar days of data collection.
- E. AGENCY will not alter or over-write information entered by another AGENCY.

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

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

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

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

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

#### 11. Proprietary Rights of the HMIS:

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

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

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

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

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

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

## 12. HMIS Administrators Council:

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

## 12. In Solidarity:

HMIS Data sharing participants agree to maintain information as provided in subrecipients contract with JPS.

## 1.3. Utility of Liability and Indemnification:

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

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

1B. AGENCY agrees to indemnify, defend and hold harmless HIMIS LEAD, including its directors, officers, employees, representatives, and agents from and against any and all claims and liabilities (including, without limitation, all damages, costs, and expenses, including legal fees and disbursements paid or incurred) arising from the intentional acts or omissions, negligence or strict liability of AGENCY, its directors, officers, employees, representatives, or agents, or AGENCY's breach of this Agreement, including any breach associated with identifying information. This Section shall survive the termination of this Agreement.

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

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

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

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

#### 114\_Limitation of Liability:

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

#### 115\_Disclaimer of Warranties:

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

#### 116\_Additional Terms and Conditions:

A\_ AGENCY shall abide by such guidelines as are promulgated by HUD and IHMIS LEAD from time to time regarding administration of the IHMIS.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

Tanya -romo

_____	_____	_____
HMIS LEAD	SIGNATURE	DATE

\_\_\_\_\_

AGENCY NAME

_____	_____	_____
AGENCY CEO/EXECUTIVE DIRECTOR	SIGNATURE	DATE

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

ATTACHMENT V  
ERF Time/Activity Report

COUNTY OF RIVERSIDE CONTINUUM OF CARE - ERF-3 TIME & ACTIVITY REPORT  
AGENCY NAME - EMPLOYEE NAME

DATES: (dates for pay period)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
SERVICE STAFF (ERF-3 Only)																																0.00
ERF-3 Service Activities																																0.00
Total Project	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ADMINISTRATIVE STAFF (ERF-3 Only)																																0.00
ERF-3 Administrative Activities																																0.00
NON-PROJECT (Time not worked on ERF-3)																																0.00
Non-Project																																0.00
Total Non-Project	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FRINGE HOURS																																0.00
Vacation																																0.00
Sick																																0.00
Holiday																																0.00
Other Paid Time Off																																0.00
Total Fringe	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Hours	0.00
Total Fringe Hours	0.00
Difference	0.00
Actual Hours - Technical Assistance	0.00
Actual Hours - Administration	0.00
Non-Project Hours	0.00

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

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_



Attachment VI  
Standard Agreement 24-ERF-3-R-100027

**SCO ID:**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-ERF-3-R-100027

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME

County of Riverside

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

4/15/2029

3. The maximum amount of this Agreement is:

\$12,612,778.95 (Twelve Million Six Hundred Twelve Thousand Seven Hundred Seventy-Eight Dollars and Ninety-Five Cents)

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

Exhibits	Title	Pages
Exhibit A	Authority, Purpose, and Scope of Work	6
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C*	General Terms and Conditions	GTC 4/2017
Exhibit D	ERF General Terms and Conditions	11
Exhibit E	Special Terms and Conditions	2
	TOTAL NUMBER OF PAGES ATTACHED	23

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

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

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

**CONTRACTOR**

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

County of Riverside

11/18/2024

CONTRACTOR BUSINESS ADDRESS

13407 Gold Medal Court

CITY

Riverside

STATE

CA

ZIP

92503

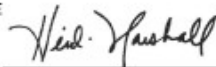
PRINTED NAME OF PERSON SIGNING

Heidi Marshall

TITLE

Director, HWS

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

11/19/2024

SCO ID:

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

Standard Agreement

MR. JIMMY J. MARRAS

24-ERF-3-R-1100027

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS:

651 Bannon Street, Suite 400

CITY

Sacramento

COUNTY

ICA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

Diana Malimon

TITLE

Contract Services Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

[Signature]

DATE SIGNED

12/19/2024

CALIFORNIA DEPARTMENT OF GENERAL SERVICES - 11/11/2024

EXEMPTION (If Applicable)

Exempt per SCM Vol. 1 4.04.A.3 (DGS memo, dated 06/12/1980)

County of Riverside  
24-ERF-3-R-100027  
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## EXHIBIT A

### AU1: HO, RITY, PURPOSE, AND SCOPE OF wo, RK

#### 1\_ Autllo: rity

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

The Program is administered by the California Department of Housing and Community Development (HCD) in the Business, Consumer Services and Housing Agency (Agency). ERF provides one-time, competitive grant funds to Continuums of Care and/or local jurisdictions as defined below. To date, there have been three rounds of the Encampment Resolution Funding Program. This Standard Agreement governs the Rolling Disbursement in Round 3 of the ERF Program (ERF-3-R). For this Standard Agreement, ERF-3-R is synonymous with "IERF" or Program" and refers to programs and grantees under Health and Safety Code 50252.1(c)(1).

This Standard Agreement along with all its exhibits (Agreement) is entered into by HCD and a Continuum of Care or a Local Jurisdiction ("Grantee") under the authority of, and in furtherance of, the purpose of the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the [Notice of Funding Availability](#) (NOFA) dated November 27, 2023, under which the Grantee applied, the representations contained in the Grantee's application, HCD guidance materials, and all the requirements appearing in the statutory authority for the Program cited above.

#### 2. Purpose

As stated in the NOFA, the Program's objective is to fund activities that are person-centered and proposals that resolve the experience of transitional homelessness for people residing in encampments. Resolving these experiences of homelessness will necessarily address the safety and wellness of people within encampments, resolve critical encampment concerns, and transition individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data-informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches. These projects must comply with the principles of Housing First as defined in Welfare and Institutions Code section 8255. Proposals may bolster existing, successful models and/or support new approaches that provide safe, stable, and ultimately permanent housing for people experiencing homelessness in encampments. Expenditures shall be consistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

Program Name: Encampment Resolution Funding Program (ERP)  
NOFA Date: November 27, 2023  
Approved Date: 08-14-2024  
Rep. Date: 10-04-2024

County of Riverside  
24-ERF-3-R-100027  
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## EXHIBIT A.

### 3. Definitions

The following Encampment Resolution funding Program terms are defined in accordance with Health and Safety Code section 502.50, Subdivisions (a),-(m);

- A. "Additional funding moneys" means moneys appropriated for the program in or after fiscal year 2022,---23.
- E. "Agency" means the Business, Consumer Services, and Housing Agency.
- C. "Applicant" means a continuum of care or local jurisdiction.
- D. "Continuum of Care" has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
- E. "Council" means the California Interagency Council on Homelessness, previously known as the Homeless Coordinating and Financing Council created pursuant to Section 82.57 of the Welfare and Institutions Code.
- F. "County" includes, but is not limited to, all county.
- G. "Department" means the California Department of Housing and Community Development.
- H. "Funding round 1 moneys" means moneys appropriated from the program in fiscal year 2021-22.
- I. "Homeless" has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
- J. "Local Jurisdiction" means a city, including a charter city, county, including a charter county, or a city and county, including a charter city or county.
- K. "Program" means the Encampment Resolution Funding program established pursuant to this chapter.
- L. "Recipient" means an applicant that receives grant funds from HCD for the purposes of the program.
- M. "State right-of-way" means real property held in title by the State of California

Additional definitions for the purposes of ERF program:

Program Name: Encampment Resolution Funding Program ERF  
NOFA Date: November 27, 2023  
Approved Date: 08-14-2024  
Rep. Date: 10-04-2024

## EXHIBIT A

"Grantee" is a Continuum of Care or a Local Jurisdiction that receives grant funds from HCD for the purpose of the program. Grantee is synonymous with "Recipient."

"Subrecipients" or "Subgrantees" are entities that receive subawards from "Recipients" or "Grantees" to carry out part of the Program.

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

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

### 4. **Scope of Work**

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

As detailed in [Exhibit A.2](#), the Program's objective is to fund grantees to implement actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments.

Grantees will implement their ERF funded local proposals in compliance with the terms and conditions of this Agreement, the Notice of Award which the Grantee accepted, the representations contained in the Grantee's application, HCD guidance and directives, and the requirements per the authorizing statute.

Expenditures shall be consistent with the legislative intent of the authorizing statute to ensure the safety and well-being of people experiencing homelessness in encampments. Permissible eligible uses and activities are detailed below in Exhibit B, Budget Details and Payment Provisions.

Grantees are expected to be close partners with HCD. This means timely and accurate reporting, candid communication of successes and challenges, and availability of persons, information, or materials.

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

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

Program Name: Encampment Resolution funding Program UERP  
NOFA Date: November 27, 2023  
Approved Date: 08-14-2024  
Rep. Date: 10-04-2024

County of Riverside  
24-ERF-3-R-100027  
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## EXHIBIT A

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

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

### 5. HCD Contract Coordinator

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

	PROGRAM	GRANTEE
<b>ENTITY:</b>	California Department of Housing and Community Development	County of Riverside
<b>SECTION/TITLE:</b>	Policy and Program Support	
<b>ADDRESS:</b>	651 Bannon Street, Suite 100 Sacramento, CA, 95811	13407 Gold Medal Court, Riverside, California 92503
<b>CONTRACT COORDINATOR</b>	Jeannie McKendry	Tanya Torno
<b>PHONE NUMBER:</b>	(916) 490-9589	(442.)315-0264
<b>E-MAIL ADDRESS:</b>	<a href="mailto:HPDHomelessGrants@hcd.ca.gov">HPDHomelessGrants@hcd.ca.gov</a> <a href="mailto:Jeannie.McKendry@hcd.ca.gov">Jeannie.McKendry@hcd.ca.gov</a>	<a href="mailto:ttorno@rivco.org">ttorno@rivco.org</a>

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## EXHIBIT A

The Department reserves the right to change their HCD Contract Coordinator, designee, contract administrator, and / or contact information at any time with reasonable notice to the Grantee.

All requests to update the Grantee information listed within this Agreement shall be emailed to the HCD grant's general email box at [HPDHornelessnessGrants@hcd.ca.gov](mailto:HPDHornelessnessGrants@hcd.ca.gov).

No Use to either party may be given by email. Such notice shall be effective when received as indicated on email. Changes to the HCD Contract Coordinator, designee, and / or contact information or grantee information can be made without a formal amendment.

### Effective Date, Term of Agreement, and Deadlines

- A. This Agreement is effective upon execution by HCD, which includes signature from the Grantee and HCD. This is indicated by the HCD provided signature and date on the second page of the accompanying STD. 213, Standard Agreement.
- B. Performance shall start no later than 30 days, or on the express date set by HCD and the Grantee, after all approvals have been obtained and the Grant Agreement is fully executed. Should the Grantee fail to commence work at the agreed upon time, HCD, upon five (5) days written notice to the grantee, reserves the right to terminate the Agreement.
- C. Grantees will continue to perform until the Agreement is terminated, including data reporting and participation in program evaluation activities, as needed.
- D. This Agreement will terminate on **April 15, 2029**.

Grantees shall submit a final Work Product by April 1, 2029. The Final Work Product will include programmatic and Fiscal data and a narrative on the outputs and outcomes of the program on a reporting template to be provided by HCD.

HCD will review submitted Final Work Products and collaborate with Grantees to cure any deficiencies by April 15, 2029.

Grantees are expected to continue performing until April 15, 2029. This means timely and accurate reporting, communication of success or shortfalls, and availability of personnel, information, or materials.

- E. Expected and Obligation Deadlines:

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## EXHIBIT A

- 1} Grantees shall expend 110 less than 50 percent and obligate 100 percent of Program funds by June 30, 2025.
- 2} Grantees that have not obligated 100 percent of their Program funds by June 30, 2025, shall submit an alternative reimbursement plan to HGD for approval no later than July 30, 2025. This alternative reimbursement plan should contain the explanation for the delay and plans for all future obligations and expenditures.
- 3} Grantees not meeting the requirements outlined in (ii), may be subject to mandatory corrective action as determined by HCD.
- 4} All Program funds (100 percent) shall be expended by June 30, 2027. Any funds not expended by this date shall revert to the fund of origin pursuant to HSC Section 50253(e)(5).

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## EXHIBIT B

### BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payee

Name: County of Riverside Amount \$12,612,778.95

2. General Conditions Prior to Disbursement

All Grantees must submit the following completed forms prior to ERF being released:

- A. Request for Funds Form ("RFF")
- B. STD 213 Standard Agreement form and Exhibits A, B, D and E
- C. STD 204 Payee Data Record or Government Agency Taxpayer ID Form

3. Disbursement of Funds

ERF will be disbursed to the Grantee in one allotment upon receipt, review and approval of the completed standard Agreement and RFF by HCD.

The RFF must include the proposed eligible uses and the amount of funds proposed to be expended.

4. Budget Details and Expenditure of Funds

The Grantee shall expend Program funds on eligible uses and activities as detailed in the submitted, approved budget. HCD reserves the right to direct specific line-item changes in the originally submitted Application Budget or subsequently submitted Budgets.

A. Budget Changes

1). Process:

Budget modification requests should be made as part of the quarterly report process. These requests will be reviewed in the first week after quarterly reports are received. HCD may consider Budget change requests outside of this process, through email as needed due to documented, exigent circumstances. Grantees carry the burden of anticipating foreseeable Budget change requests and should plan accordingly.

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

### 2) Conditional Requiring a Budget Modification Request

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

Any decrease or increase to the total expenditures for any eligible use category must be approved by HCD's Grant Program Design Section Chief or their designee, in writing, before the Grantee may expend Program funds according to an alternative standardized budget. The Grants Program Design Section Chief will respond to Grantee with approval or denial of request. Failure to obtain written approval from HCD as required by this section may be considered a breach of this Agreement. A breach of this agreement may result in remedies listed below in [Exhibit 0.6 Breach and Remedies](#).

Regardless of an increase or decrease of an expenditure amount, any significant or material programmatic or fiscal change shall be submitted to HCD for prior approval.

## B. Eligible Uses

Eligible uses and activities must be consistent with HSC Sections 50250 - 50254, other applicable laws, the terms and conditions of this Agreement, HCD guidance or directives, the NOFA under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as set forth in [Exhibit A2. Purpose](#).

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

**Rapid Rehousing:** Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management and facilitate access to other community-based services.

**Operating Subsidies:** Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

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## EXHIBIT B

**Street Outreach:** Street outreach to assist eligible persons to access crisis services, interim housing options, and permanent housing and services.

**Services Coordination:** Services coordination, which may include access to workforce, education, and training programs, or other services needed to improve and promote housing stability for eligible persons, as well as direct case management services being provided to persons.

**Systems Support:** Systems support for activities that improve, strengthen, augment, complement, and/or are necessary to create regional partnerships and a homeless services and housing delivery system that serves persons' experiences of unsheltered homelessness.

**Delivery of Permanent Housing:** Delivery of permanent housing and innovative housing solutions, such as units, conversions that are well suited for eligible persons.

**Prevention and Shelter Diversion:** Prevention and shelter diversion to permanent housing, including flexible forms of financial assistance, problem solving assistance, and other services to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. This category is only available to serve people who were formerly residing in the prioritized ERF encampment site.

**Interim Sheltering:** Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.

**Improvements to Existing Emergency Shelters:** Improvements to existing emergency shelters to lower barriers, increase privacy, better address the needs of eligible persons, and improve outcomes and exits to permanent housing.

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

Program funds shall not be expended on Site Restoration or other ineligible costs as detailed immediately below.

### 5. Ineligible Costs

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ERF shall not be used for costs associated with activities in violation, conflict, or inconsistent with Health and Safety Code sections 50250 - 50254, other applicable rules, or the terms and conditions of this Agreement, HCD guidance or directives. The NOFA summarizes the Grantee's applications, representations contained in the Grantee's application, and the Purpose of the Program as detailed in [Exhibit A.2, Purpose](#).

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

HCD, at its sole and absolute discretion, shall make the final determination regarding the allowance of ERF expenditures.

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

An expenditure which is not authorized by this Agreement, or by written approval of HCD, or which cannot be adequately documented, shall be disallowed, and must be reimbursed to HCD by the Grantee at an amount and timeframe determined by HCD.

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

Unless expressly approved by HCD in writing, reimbursements are not permitted for any Program expenditures prior to this Agreement's date of execution.

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**ERE GENERAL TERMS AND CONDITIONS**

**1\_ Termination and Sufficiency of Funds**

**A. Termination of Agreement**

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

**B. Sufficiency of Funds**

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

**2\_ Transfers**

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

**3\_ Grantee's Application for Funds**

Grantee submitted a standardized budget to HCD as part of their application for the Program.

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application, or any approved modification or addition thereto is untrue, incorrect,

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incomplete, or misleading in such a manner that would substantially affect HCD approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then HCD may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

### Reporting, Evaluation, and Audits

#### A. Reporting Requirements

##### 1} Timing and Format of Reports.

Grantee is required to provide HCD or its agents with all data and outcomes that may inform an assessment of the funded proposal. Grantees shall report quarterly and have one Final Work Product submitted prior to this Agreement's termination.

The quarterly reports shall be submitted on a template to be provided by HCD at least 90 days prior to the first reporting deadline. HCD may request interim reports as needed and will provide no less than 30 days' notice to Grantees.

##### 2} Required Data

Grantees will be required to provide, at minimum:

- Outreach and service path data at the anonymized, individual level
- current housing status of persons served in the aggregate
- Status of funding as presented in the HCD approved, standardized Budget
- Continued confirmation that projects receiving ERF funds are populated timely into HIMIS and use HICO supplied funding codes.

HCD's discretion in identifying information shall be included in these reports is final. Grantees shall also report information in the form and manner required by HCD. Failure to comply will be considered a breach.

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

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

Grantees shall comply with the data entry requirements of AB 977, located at Welfare and Institutions Code section 8256(d).

### 3), HCO usage of Reports

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

### 4-), Failure to Report

If the Grantee fails to provide any such report, HCD may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

## i.L Evaluation

- 1), At HCD's discretion, Grantees shall participate in a program evaluation regarding the implementation of ERF awards. To support this effort, HCD will contract a third party to complete the evaluation.
- 2), Grantees are expected to be close partners with HCD for this program evaluation and for all evaluative aspects of this Program. This means timely and accurate reporting, candid communication of successes or challenges, and availability of persons, information, or materials. More specifically, Grantees must cooperate with HCD, or its designee as reasonably required to implement an evaluation plan. This includes providing or facilitating the collection of data and materials as reasonably requested by HCD or its designee.
- 3), For the purpose of evaluation, HCD or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable advance notice.

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- 4) , Grantees should maintain active data documents and file findings in anticipation of this evaluation. Special care should be taken to organize and present the internal work product that will be implemented by the Grantee or subgrantee.
- 5} Grantees shall notify HICO and provide copies of any reports or findings if Grantee conducts or commissions any third-party research or evaluation regarding the funded project.
- 6} All terms and conditions that apply to reporting similarly apply to evaluation.

#### C. Auditing

HCD reserves the right to perform or cause to be performed a financial audit. At HCD request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. Should an audit be required, the Grantee shall adhere to the following conditions:

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

#### Inspection and Reliance of Records

##### A Record Inspection

HCD or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCD, or its designee, with any relevant information requested within 30 days of a written request.

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The Grantee agrees to give HCD or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the ERF laws, HCD guidance or directives, and this Agreement.

### B. Record Retention

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

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

### C. Public Records Act

The grantees' final ERF-3-R application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act (commencing with Section 7920.000) of Title 1 of the Government Code.

## 6. Breach and Remedies

### A. Breach of Agreement

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

- 1), Grantee's failure to comply with the terms or conditions of this Agreement.
- 2), Use of, or permitting the use of, Program funds provided under this Agreement for any ineligible activities.
- 3), Any failure to comply with the deadlines set forth in this Agreement.

### B. Remedies for Breach of Agreement

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

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- 1) , Conduct program 1111onil:oiring1'Which will include a co1Teotive action plan {CAP) \liith findings, remedies, and Umelines for resolving tile findings..
- 2) , Bar the Grantee from applyiing1for Mure BRIF funds.
- 3) , Revoke any other exi1sting1ERF award(s), to the Grantee.
- 4) , Req;uire the return of any unexpended ERF fi.Jnds disbursed under this Agreement.
- 5) , Req;uire r payment of BRIF funds disbursed and expended under this Agreement.
- 6) , Req;uire the iimmed'iiate return to HOO of all funds de11ived fn:m Ule use ou ERF.
- 7) , Seek, iin a court oi competent juliisdicUon, an order for specm:c performance of the defaulted obligati:On or particiipation in the tedmical assiistance iin accordance Wiith ERF requirements.

C. All remedlies availaDle to HCD ar,ecumulative and not excluSiive.

D. HCD may giive written notice to the Grantee to cure the breach or violation 'Within a peri.od oi not less th.an H d'ays..

7. **wa-ers**

Nlo "Waiver of any breach of thiis Agreement shall be held to be ai waiver of any prior or subsequent breach. The fai lure of HOO to enforce at any tlime the provi1sions oi thi:s Agreement or to require at any time perfo ance by the Grantee ou these provisions, shall in no way be construed to be a waiiveroi such proviisi:ons nor tjo affect the val'i:diity oi this Agreement or the riglt of HCD to enforce these pro!Jlisions.

8. **Nondiscriminatio:n**

During the performaoe of this Agreement, Grantiee and its subrecipients shall not unlawfully disoriminate, h,arass, or allow h:arassment against any employee or applicant for employment Decause of sex {gender), sexual orientaUon, gender iidentity, gender expression, race, color, ancestry, reri:gion, creed, national ortgi:n Oinclu:ding languag:e Uise restriotion), pregnancy, physi:cal diisability (inc[udiing1HIV and AIDS), mental disabiility, med'i:cal condition (cancer/genetic dharacteristi:cs),, age (over 40), genetiic intormatlion, mariital statius:s,1111ilitary and veteran status, deniial of medical andlmmiily care leave or pregnancy d'iSability teave, or any otller ch,aracteristlic proteotied by state or tecleral law..

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Grantees and Sub grantees shall ensure that title evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, Section 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, Section 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, Section 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

### 9. Conflict of Interest

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

- A. **Current State Employees:** No State officer or employee shall engage in any employment activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by a State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with a State agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, Section 81000 et seq.).

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- D. Representatives of a County: A representative of a County serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations from applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the County.

10. **Drug-Free Workplace Certification**

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

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

- A. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

- 1), The dangers of drug use in the workplace.
- 2), Grantee's policy of maintaining a drug-free workplace.
- 3), Any available counseling, rehabilitation, and employee assistance program.
- 4), Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

- B. Provide, as required by Government Code Section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

- 1), Will receive a copy of Grantee's drug-free policy statement, and
- 2), Will agree to abide by terms of Grantee's condition of employment or

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subcontract.

11. **Child Support Compliance Act**

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

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

12. **Special Conditions - Grantees/Subgrantee**

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

- A. The Agreement Between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:
  - 1) , Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
  - 2) , Maintain at least the minimum state-required worker's compensation for those employees who will perform the work or any part of it.
  - 3) , Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.

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- 4) , Agree to include and enforce all the terms of this Agreement in each subcontract

**113. compliance with State and Federal Laws, Rules, Guidelines, and Regulations**

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

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

**Inspections**

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

**15. Litigation**

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

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**EXHIBIT D**

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

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EXHIBIT E

**SPECIAL TERMS AND CONDITIONS**

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of funds, must be used for eligible activities. Grantees must maintain records of all expenditures of the proceeds from these interest-bearing accounts for five (5) years and report on these expenditures as required by HCD. HCD reserves the right to perform or cause to be performed a financial audit on the use of proceeds from interest bearing accounts.
2. Grantee shall utilize its local Homeless Management Information System (HMIS) to track ERF projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by funding (e.g., by creating appropriate ERF-specific funding sources and project codes in HMIS).
3. Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System, in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code Section 50254. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act. For purposes of this paragraph, "health information" means protected health information, as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision U) of Section 56.105 of the Civil Code. The Council or HCD may, as required by operational necessity, amend or modify required data elements, disclosures, or disclosures. Additionally, the Council, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.
4. Grantee agrees to accept technical assistance as directed by HCD or by a contracted technical assistance provider acting on behalf of HCD. Grantee will report to HCD all programmatic changes the Grantee will make as a result of the technical assistance and in support of their grant goals.
5. Grantee should establish a mentorship for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

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### EXHIBIT E

6. HCD maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct Grantees to take specified actions or risk breach of this Agreement. Per HSC Section 50252.1(d), HCD has authority to:

A. Monitor grantee performance.

B. Require a grantee not meeting goals to accept technical assistance from the Department.

C. Limit the allowable uses of program funds for a grantee that is not meeting goals.

7. Grantees will be provided reasonable notice and HCD's discretion in making these determinations are absolute and final.

#### 8. Non-Bond Funded

The Department represents that the intent of [Exhibit D 1 B Sufficiency of Funds](#) is only to preserve the Legislature's ability to make changes to appropriations and matters that are lawfully subject to change through the Budget Act. The Department represents and warrants that as of the date of this Agreement the nonbond funds referenced in the Encampment Resolution Funding Program, Round 3 Notice of Funding Application dated November 27, 2023, for this Agreement are appropriated to and available for the purposes of this Agreement, and further, that upon execution of this Agreement said funds are deemed allocated to and encumbered for the purposes described in this Agreement and shall not be terminated or reduced as a result of [Exhibit D -B, Sufficiency of Funds](#) once construction has commenced in compliance with Program requirements and in accordance with the construction commencement requirements within this Agreement. If not continuously appropriated, said funds must still be disbursed prior to any applicable disbursement or expenditure deadline set forth in this Agreement.

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