

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



**ITEM: 3.30  
(ID # 30427)**

**MEETING DATE:**  
Tuesday, May 12, 2026

**FROM :** VETERANS' SERVICES

**SUBJECT:** VETERANS SERVICES: Ratify and Approve the Professional Services Agreement with OOTTRR, Inc. for community reintegration of veterans, case management, and support services, without seeking competitive bids, effective March 1, 2026 through June 30, 2028, under the California Board of State and Community Corrections Proposition 47 Cohort 4 Grant for the No Soldier Left Behind: Veterans Reentry Integration Program. All Districts. [Total Cost \$2,703,668 – 100% State]

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

1. Ratify and approve OOTTRR, Inc. as the non-governmental organizational (NGO) subcontractor under the California Board of State and Community Corrections (BSCC) Proposition 47 Cohort 4 (Prop. 47) Grant for the Riverside County Veterans Services (Veterans Services) No Soldier Left Behind: Veterans Reentry Integration Program (VRIP);
2. Ratify and approve the Professional Services Agreement for Veteran Integration Services with OOTTRR, Inc. (Agreement) under the Veterans Services No Soldier Left Behind Program, without seeking competitive bids, for the period of March 1, 2026 through June 30, 2028, in an amount not to exceed \$2,703,668, and authorize the Chair of the Board to execute the Agreement;

Continued on Page 2

**ACTION: Policy**

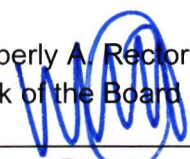
  
Adam French, DIR OF VETERANS SVCS 5/4/2026

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez  
Nays: None  
Absent: None  
Date: May 12, 2026  
xc: Veterans Services

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

3. Authorize the Purchasing Agent, to issue Purchase Orders for goods and/or services rendered for this Agreement that do not exceed the total aggregate cost of this Agreement; and
4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved to form by County Counsel to: (a) sign amendments that exercise the options of the Agreement, including modifications to the statement of work and period of performance, that stay within the intent of the Agreement; (b) sign amendments to the compensation provisions that do not exceed the total aggregate amount of the Agreement.

<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>	\$ 450,611	\$1,351,834	\$ 2,703,668	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% BSCC (PROP 47) Funds			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	25/26-27/28

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

**BACKGROUND:**

**Summary**

The Professional Services Agreement with OOTTRR, Inc. is a new agreement for California Board of State and Community Corrections (BSCC) Proposition 47 Grant implementation. This contract ensures compliance with the grant’s requirement to allocate at least 50% of the funds awarded to a non-governmental organization (NGO) with OOTTRR, Inc. receiving a total of \$2,703,668 over a three-year period. Funds will be distributed as follows: \$450,611 for FY 2025/26, \$1,351,834 for FY 2026/27 and \$901,223 for FY 2027/28. These funds will support comprehensive veteran-focused reentry services, including mental health treatment, substance use recovery, employment assistance, and housing support. Veterans’ Services did extensive research and data collection among other NGOs to identify any like programs comparable to the OOTTRR, Inc. service offerings. However, after conducting research, Veterans’ Services determined that based on the NGO’s unique qualifications and comprehensive service model, no other non-profit offered comparable programs; therefore, the decision was made to utilize a single source approval method.

OOTTRR, Inc. is a one-of-a-kind organization that provides end-to-end support tailored specifically for justice-involved veterans. Their services include provision of immediate essentials such as food and clothing, temporary housing assistance (e.g., up to one month of rent), and the development of individualized reentry plans to ensure successful reintegration into the community. This holistic, veteran-centered approach aligns directly with Proposition 47’s rehabilitation and reentry objectives and distinguishes OOTTRR, Inc.

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as an only qualified NGO to meet the full scope of the BSCC Proposition 47 Grant requirements. As required by the grant, ongoing performance monitoring and financial oversight will be conducted to ensure effective use of funds, service delivery, and compliance with all applicable guidelines ultimately with the main goal of reducing recidivism amongst justice involved veterans.

**Impact on Residents and Businesses**

OOTTRR, Inc. has been strategically selected as a single-source Non-Governmental Organization (NGO) subcontractor to fulfill BSCC Proposition 47 Grant expectations due to its expertise in serving justice-involved veterans. The organization provides comprehensive, trauma-informed services that address critical reentry needs, including mental health treatment, substance abuse recovery, stable housing assistance, and employment support. Through structured case management, OOTTRR, Inc. ensures a seamless transition from pre-release planning to post-release reintegration, reducing recidivism and promoting long-term stability. Their vocational training and job placement programs, in partnership with local businesses and trade schools, offer direct pathways to employment, while their housing assistance initiatives help secure both temporary and permanent housing for veterans at risk of homelessness. Additionally, OOTTRR, Inc. maintains strong program accountability, using data-driven evaluation methods to ensure compliance with BSCC’s oversight requirements while maximizing the effectiveness of grant funds. By selecting OOTTRR, Inc., Riverside County is investing in a highly qualified partner that not only meets but exceeds Proposition 47’s goal of rehabilitation-focused reentry services, ensuring sustainable long-term success for justice-involved veterans.

**Additional Fiscal Information**

Riverside County (County) has allocated \$2,703,668 of its BSCC Proposition 47 Grant funding to OOTTRR, Inc. as a subcontractor, meeting the grant requirement to allocate at least 50% of funds to an NGO. OOTTRR, Inc. has been chosen as a subcontractor/sub-recipient to provide veteran-focused reentry services. Over the grant period, the County will distribute approximately \$1,351,834 annually to OOTTRR, Inc. for services, including mental health treatment, substance abuse recovery, employment assistance, and housing support. These funds will be disbursed in equal installments per fiscal year, starting in FY 2025/26 and continuing through FY 2027/28. By allocating this funding to OOTTRR, Inc, the County ensures that Proposition 47 funds are used effectively to support justice-involved veterans and reduce recidivism.

**MAXIMUM COMPENSATION AMOUNTS - ANNUAL AND AGGREGATE TOTALS**

A. The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
March 1, 2026 through June 30, 2026	\$450,611.33
July 1, 2026 through June 30, 2027	\$1,351,834.00
July 1, 2027 through May 31, 2028	\$901,222.67
Total Aggregate Amount	\$2,703,668.00

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**Contract History and Price Reasonableness**

The previous provider approved via an SSJ for these services was unable to complete all necessary tasks under the BSCC/Prop 47 program. The Riverside County Veterans' Services (Veterans Services) requests approval to authorize OOTTRR, Inc. for community reintegration of veterans, case management, and support services without seeking competitive bids, as a single source provider under the California Board of State and Community Corrections (BSCC) Proposition 47 Cohort 4 (Proposition 4) Grant for its No Soldier Left Behind: Veterans Reentry Integration Program, through a Professional Services Agreement in the amount not to exceed \$2,703,668, effective March 1, 2026 through June 30, 2028. OOTTRR, Inc. was determined by Veterans Services to be capable of delivering the comprehensive, trauma-informed, and veteran-specific reentry services required under Proposition 47 Grant. Their services include transitional housing, mental health and substance use treatment, job training and placement, and coordinated case management. Services rendered by OOTTRR, Inc. will be eligible for reimbursement under this Professional Services Agreement.

Purchasing has reviewed the Single Source Justification (SSJ) and approved SSJ #26-157. The attached Professional Services Agreement will ensure compliance with BSCC Proposition 47 Grant requirements.

**ATTACHMENTS:**

**ATTACHMENT A. SSJ 26-157**

**ATTACHMENT B. Professional Services Agreement – OOTTRR, Inc.**

 Stacy Orton, Assistant Director of Purchasing	5/5/2026	 Stacey Pena, EO Management Analyst	5/5/2026
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 Kimberly Britt, ASST COUNTY EXECUTIVE OFFICER	5/6/2026
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 Aaron Gettis, Chief Deputy County Counsel	5/5/2026
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# RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, May 12, 2026, that the Chair is authorized and directed to execute on behalf of said County the Standard Agreement ID: BSCC 1328-24 between Riverside County and the California Board of State and Community Corrections (BSCC) providing for: Proposition 47 Cohort 4 Grant for the No Soldier Left Behind: Veteran's Reentry Integration Program (VRIP), for the Period of Performance of October 3, 2024 through June 30, 2028.

ROLL CALL:

Ayes: Medina, Spiegel, Washington, Perez, Gutierrez

Nays: None

Absent: None

Abstain: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KIMBERLY A. RECTOR, Clerk of the Board

BY:  Deputy

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**VETERANS INTEGRATION SERVICES**

**between**

**COUNTY OF RIVERSIDE**

**And**

**OOTTRR, INC.**



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This Professional Service Agreement (“Agreement”) is made and entered into this \_\_\_\_<sup>1<sup>st</sup></sup> day of March, 2026 (“Effective Date”), by and between OOTTRR, INC., a California corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

### **RECITALS**

**WHEREAS**, Veteran’s Services Department submitted a proposal on June 8, 2024, to the State of California Board of State and Community Corrections “(BSCC”) to request funding for the Proposition 47 Cohort 4 Grant funds to be used for its No Soldier Left Behind: Veterans Reentry Integration Program (“VRIP”).

**WHEREAS**, on October 3, 2025, BSCC selected Riverside County Veterans’ Services for funding, subject to approval by the COUNTY Board of Supervisors and execution of the Standard Agreement No. BSCC-1328-24, with a period of performance effective October 3, 2024, through June 30, 2028.

**WHEREAS**, the County of Riverside’s Board of Supervisors accepted the grant award from BSCC on November 5, 2024 (Minute Order 3.53).

**WHEREAS**, the Riverside County Veterans’ Services shall work with CONTRACTOR as a subrecipient to support VRIP.

**NOW THEREFORE**, in consideration of the above, Riverside County Veterans’ Services and OOTTRR, Inc. do hereby covenant and agree to the Terms and Conditions contained herein.

#### **1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, in accordance with the grant guidelines attached as Exhibit C as the State Standard Agreement BCSS 1328-24, and Attachment I, HIPAA Business Associate Agreement.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B and in compliance with Exhibit C. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective March 1, 2026 (herein referred to as "Effective Date") and continues in effect through May 31, 2028, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the COUNTY to a multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions and Exhibit C, Schedule A Payment Provisions BSCC/ Prop 47 Grant. Maximum payments by COUNTY to CONTRACTOR shall not exceed four hundred fifty thousand six hundred eleven dollars and thirty-three cents (\$450,611.33) for COUNTY Fiscal Year 2025/2026 (Effective Date through June 30, 2026); maximum payments by COUNTY to CONTRACTOR shall not exceed one million three hundred fifty one thousand eight hundred thirty-four dollars (\$1,351,834) annually for COUNTY Fiscal Year 2026/2027 (July 1, 2026 through June 30, 2027); and maximum payments by COUNTY to CONTRACTOR shall not exceed nine hundred one thousand two hundred twenty two and sixty-seven cents (\$901,222.67) through 2027/2028 (July 1, 2027 through May 31, 2028), including all expenses. The maximum aggregate amount by COUNTY to CONTRACTOR shall not exceed two million seven hundred three thousand six hundred sixty-eight dollars (\$2,703,668). Funds may be shifted between Fiscal years, with Riverside County Veterans' Services Department approval, as long as the maximum reimbursable amount is not exceeded. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. To order services or products, COUNTY shall issue a Purchase Order to CONTRACTOR specifying the amount of services or products.

CONTRACTOR shall not perform services or provide products unless it has received a Purchase Order signed by an authorized representative of COUNTY. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index for Riverside-San Bernardino-Ontario, CA and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Veterans Department

4360 Orange Street

Riverside, CA 92501

- a) Email invoices to [veteransaccounting@rivco.org](mailto:veteransaccounting@rivco.org)
- b) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (VSARC-95285-003-06/28); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- c) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges per Government Code section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or their designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

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

**5.2** COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, 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. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

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

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

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

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

**6. Ownership/Use of Contract Materials and Products**

The 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 the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

7.1 The 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. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The 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 the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

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

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

**8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

**9.1** 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, worker's compensation benefits, and injury leave or other leave benefits. 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.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this

Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**9.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** 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 the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of

competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** 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.

**12. Licensing and Permits**

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

**13. Intentionally Omitted**

**14. Non-Discrimination**

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

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated 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.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**16.3** The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment I of this Agreement.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Veterans Services  
4360 Orange, St  
Riverside, CA 92501

**CONTRACTOR**

OOTTRR, Inc.  
PO Box 447  
Desert Hot Springs, CA 92240

**19. 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.

**20. EDD Reporting Requirements**

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 of notification of award of Agreement 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 timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, 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 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).

**21. Hold Harmless/Indemnification**

**21.1** 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.

**21.2** 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 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's indemnification to Indemnitees as set forth herein.

**21.3** 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.

**21.4** 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.

## **22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the 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.

### **A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' 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.

**B. 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.

**C. Vehicle Liability:**

If vehicles or mobile equipment is 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 the COUNTY as Additional Insureds.

**D. Cyber Liability Insurance:**

CONTRACTOR shall procure and maintain Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

**F. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M 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.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention 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 the COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 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) days written notice shall be given to the County of Riverside 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 of Riverside 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 coverage's 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 shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) 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; 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 and the monetary limits of liability required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) 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.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The

CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. 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.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation 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.

**23.12** This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

**23.13** 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 to 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 (h) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

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

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

By: Karen S. Spiegel  
Karen Spiegel  
Chair, Board of Supervisors

Dated: MAY 1 2 2026

**OOTTRR, INC.**, a California corporation


By: ~~\_\_\_\_\_~~ 2026 09 29 42 PDT  
Eldon Samuel Millett  
Secretary

Dated: 05/01/26

ATTEST:  
Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

By:   
Amrit P. Dhillon  
Deputy County Counsel

Dated: 05/04/26











# VSARC-95285-003-06.28 OOTTRR BSCC 20267603

Final Audit Report

2026-05-04

Created:	2026-05-01
By:	Cheryl Chesnut (cchesnut@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1GJyIHnSLeuelcZZ_ILxppy1zU5VCN8T

## "VSARC-95285-003-06.28 OOTTRR BSCC 20267603" History

-  Document created by Cheryl Chesnut (cchesnut@rivco.org)  
2026-05-01 - 2:42:36 PM GMT
-  Document emailed to Sam Millett (sam@oottr.com) for signature  
2026-05-01 - 2:42:47 PM GMT
-  Email viewed by Sam Millett (sam@oottr.com)  
2026-05-01 - 4:25:04 PM GMT
-  Document e-signed by Sam Millett (sam@oottr.com)  
Signature Date: 2026-05-01 - 4:29:42 PM GMT - Time Source: server
-  Document emailed to Amrit Dillon (adhillon@rivco.org) for signature  
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-  Email viewed by Amrit Dillon (adhillon@rivco.org)  
2026-05-04 - 5:00:51 PM GMT
-  Document e-signed by Amrit Dillon (adhillon@rivco.org)  
Signature Date: 2026-05-04 - 5:06:56 PM GMT - Time Source: server

✔ Agreement completed.

2026-05-04 - 5:06:56 PM GMT

**EXHIBIT A**  
**SCOPE OF SERVICES**

**3.1 Purpose**

CONTRACTOR shall provide recovery-oriented housing services only to justice-involved Veterans participating in the Riverside County Veterans Reentry Integration Program (VRIP). Services funded under this Agreement are intended to support housing stability, sobriety, and successful reentry into the community. OOTTRR, Inc. is a facility that provides the service of housing veterans and limited support in conjunction with Riverside County Veterans Services Housing coordinator and Veterans Services Liaisons.

**3.2 Authorized Services**

CONTRACTOR shall provide the following non-clinical, recovery-focused housing services:

a. Recovery Housing

Provision of structured, peer-supported recovery housing environments that promote sobriety, accountability, and stabilization for justice-involved Veterans.

b. Peer-Led Support

Peer-based support activities facilitated by individuals with lived experience in recovery and/or justice involvement, focused on recovery maintenance, community reintegration, and daily living support.

c. Housing Stability Support

Supportive activities related to maintaining housing placement, including house meetings, resident expectations, recovery planning, and coordination with external service providers as appropriate.

d. Basic Needs Support

Provision of basic needs support customarily included within the recovery housing rate, such as utilities, meals or food access, and essential household supplies.

**3.3 Excluded Services**

Services funded under this Agreement do not include and shall not be used to provide:

- Licensed clinical treatment or therapy;
- Medical or behavioral health services requiring professional licensure;
- Direct legal representation;
- Cash assistance or cash equivalents.

CONTRACTOR may facilitate referrals to external providers for clinical, medical, or legal services; however, such services shall not be billed to or reimbursed under this Agreement.

### **3.4 Participant Eligibility**

Services shall be provided exclusively to justice-involved Veterans referred by, or approved through, Riverside County Veterans Services (RCVS) authorized referral pathways, who meet all eligibility requirements established under the State of California Board of State and Community Correction (BSCC) Proposition 47 Grant through Standard Agreement No. BSCC 1328-24 with Riverside County and VRIP program guidelines.

### **3.5 Service Duration**

Recovery housing placements shall be time-limited and based on individual participant needs, program capacity, and funding allowability. Continued participation shall be contingent upon ongoing eligibility and compliance with program rules and expectations established by CONTRACTOR.

### **3.6 Separation of Housing and Services**

CONTRACTOR shall maintain clear separation between housing costs and supportive service activities for purposes of documentation, reporting, and audit compliance. Only costs expressly authorized under this Agreement, including its exhibits, shall be eligible for reimbursement.

### **3.7 COUNTY Non-Operational Role**

COUNTY does not operate, manage, supervise, or control recovery housing facilities funded under this Agreement and shall have no responsibility for day-to-day operations, staffing, participant conduct, house rules, property management, or facility conditions. All operational, supervisory, and management responsibilities related to recovery housing shall remain solely with CONTRACTOR.

**EXHIBIT B**  
**PAYMENT PROVISIONS**

**5.1 Maximum Compensation**

COUNTY shall reimburse CONTRACTOR for eligible and allowable costs incurred in the performance of this Agreement in an amount not to exceed the maximum compensation amount set forth in Section 3.1 of this Agreement. Reimbursement is contingent upon the availability of grant funds, compliance with the BSCC/ Prop 47 grant requirements, and adherence to all terms and conditions of this Agreement.

No payment shall be made for costs incurred prior to the Effective Date or after termination or expiration of this Agreement, unless expressly authorized in writing by COUNTY.

**MAXIMUM COMPENSATION AMOUNTS –ANNUAL AND AGGREGATE TOTALS**

A. The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
March 1, 2026 through June 30, 2026	\$450,611.33
July 1, 2026 through June 30, 2027	\$1,351,834
July 1, 2027 through May 31, 2028	\$901,222.67
Total Aggregate Amount	\$2,703,668

B. Funds may be shifted between Fiscal years, with department approval, as long as the maximum reimbursable amount is not exceeded.

All Program funds shall be expended by **May 31, 2028**.

**5.2 Housing Rate Structure**

CONTRACTOR shall be reimbursed for recovery housing services provided to eligible Participants through a housing lease budget structure funded under the BSCC Grant. Reimbursement shall be based on actual, allowable, and properly documented costs associated with the leasing and operation of recovery housing units.

All reimbursement requests shall be submitted in accordance with COUNTY requirements and applicable BSCC grant guidelines and shall be subject to review and approval by COUNTY. CONTRACTOR shall maintain supporting documentation for all costs, which shall be subject to audit by COUNTY and the Board of State and Community Corrections (BSCC). Any unallowable or unsupported costs may be disallowed and subject to repayment.

### **5.3 Costs Included in Housing Rate**

The housing rates are intended to cover recovery housing–related costs including, but not limited to lodging, utilities, program oversight, peer-supported recovery environment, on-site supervision, meals or food access, and general household supplies necessary for safe and habitable living conditions.

CONTRACTOR shall not separately bill for costs reasonably included in the housing rate.

### **5.4 Additional Allowable Supportive Costs (By Request Only)**

CONTRACTOR may request reimbursement for additional participant basic needs and supportive costs not included in the housing rate when such costs are directly related to program participation and supported by proper documentation. Allowable costs may include toiletries, hygiene supplies, essential clothing, and transportation assistance. All such costs must be supported by itemized receipts. Transportation costs must be supported by a program-specific mileage log identifying the date, purpose, origin, destination, and miles traveled. COUNTY reserves the right to approve or disallow such costs.

### **5.5 Public Funds and Disallowance**

All funds disbursed under this Agreement remain public funds and are subject to recovery, recapture, offset, audit, and enforcement. Any expenditure that is not authorized by this Agreement, not allowable under the funding source, or not adequately documented shall be disallowed. CONTRACTOR shall promptly reimburse COUNTY for any disallowed costs, or COUNTY may offset such amounts against future payments. Disallowed costs include, but are not limited to, penalties, late fees, interest charges, and costs that could have been avoided through prudent fiscal management.

### **5.6 No Guarantee of Minimum Placement**

Nothing in this Agreement shall be construed to guarantee a minimum number of Participants, days of service, or level of reimbursement. Payment is contingent upon actual services rendered, verified Participant eligibility, and compliance with all Agreement requirements.

### **5.7 Change Requests; County-Directed Modifications; Prior Written Approval Required**

All services, costs, activities, housing locations, capacity, staffing models, and operational changes funded under this Agreement must be performed only as expressly approved in writing by COUNTY.

#### **A. CONTRACTOR-Initiated Changes**

CONTRACTOR shall not implement any material change to the Project without prior written approval from COUNTY. This includes, but is not limited to:

- Expansion or reduction of housing capacity
- Acquisition, lease, or use of additional housing locations
- Changes to approved cost categories or cost structure
- Introduction of new services or activities
- Changes that materially affect participant eligibility, duration of stay, or service delivery

CONTRACTOR shall submit any requested change to COUNTY at least thirty (30) calendar days in advance of the proposed implementation date, unless otherwise approved in writing by COUNTY.

No costs associated with an unapproved change shall be reimbursable, regardless of whether such costs would otherwise be allowable.

### **B. County-Directed Changes**

COUNTY reserves the right to require reasonable modifications to the Project, Scope of Work, reporting requirements, cost documentation, or operational procedures at any time when such changes are necessary to:

- Comply with BSCC/Prop 47 guidance, directives, or clarifications
- Respond to audit findings or monitoring concerns
- Address changes in law, regulation, or funding conditions
- Protect public funds or program integrity

COUNTY-directed changes shall be communicated in writing and shall not require a formal amendment to this Agreement unless they materially alter the Project scope of services or modify the compensation amount or term of the Agreement.

### **C. No Implied Approval**

Silence, past practice, delayed enforcement, or continued payment shall not be construed as approval of any unapproved change. COUNTY's failure to immediately object to an unapproved action shall not waive its right to deny reimbursement or require corrective action.

### **D. Public Funds**

All funds disbursed under this Agreement remain public funds subject to audit, recovery, recapture, and enforcement. CONTRACTOR assumes all financial risk for costs incurred prior to receiving written COUNTY approval.

## **ARTICLE 6 – INVOICING & DOCUMENTATION REQUIREMENTS**

### **6.1 Invoicing Frequency and Submission**

CONTRACTOR shall submit invoices to COUNTY on a monthly basis, regardless of whether reimbursement is requested for the invoicing period. Invoices shall be submitted in a COUNTY-approved format and in accordance with all instructions issued by COUNTY, and include a completed “CONTRACTOR PAYMENT REQUEST” form (see insert on page 27 below). A fillable copy of the form will be provided to CONTRACTOR.

Each invoice shall clearly identify the applicable service period and shall reflect only those costs incurred during the invoicing period and allowable under this Agreement.

## **6.2 Required Supporting Documentation**

All invoices submitted under this Agreement must include complete, accurate, and auditable supporting documentation, sufficient to substantiate the allowability, allocability, and reasonableness of all costs claimed. Required documentation includes, but is not limited to:

- A completed COUNTY-approved Payment Request or Invoice Form
- Participant rosters identifying dates of service and units billed
- Per-day or per-month rate calculations, as applicable
- Itemized receipts for reimbursable ancillary costs (e.g., toiletries, clothing, transportation)
- Mileage logs identifying date, purpose, participant/program connection, and miles driven
- Any additional documentation requested by RCVS to support audit or monitoring review

Failure to submit complete supporting documentation shall render an invoice incomplete.

## **6.3 Invoice Review, Completeness, and Approval**

RCVS shall review each submitted invoice to determine completeness, accuracy, and compliance with this Agreement and applicable grant requirements. COUNTY may request clarification, corrections, or additional documentation as necessary.

An invoice shall be considered “complete and approved” only when COUNTY has received all required documentation and has determined that the costs claimed are allowable and properly supported.

## **6.4 Payment Processing Timeline**

Upon receipt of a complete and approved invoice, COUNTY shall process payment to CONTRACTOR within thirty (30) business days.

The thirty (30) business-day payment period shall not begin until the invoice is deemed complete and approved by COUNTY. COUNTY shall have no obligation to process or issue payment for invoices that are incomplete, inaccurate, or lack required supporting documentation.

**6.5 Withholding, Delay, and Disallowed Costs**

If required supporting documentation is not provided, or if costs are determined to be unallowable or inadequately documented, COUNTY may delay payment, partially withhold payment, or disallow costs in whole or in part.

Any expenditure not authorized by this Agreement or not adequately documented shall be disallowed and must be reimbursed to COUNTY by CONTRACTOR. COUNTY may, at its option, offset disallowed amounts against future payments.

**6.6 Recordkeeping and Audit Support**

CONTRACTOR shall maintain all fiscal records, source documentation, and supporting materials related to invoices submitted under this Agreement in accordance with generally accepted accounting principles.

All records shall be retained for a minimum of three (3) years following final payment or longer if required by BSCC or applicable law, and shall be made available to COUNTY and authorized auditors upon request.

ATTACHMENT IV  
SUBRECIPIENT PAYMENT REQUEST FORM

COUNTY OF RIVERSIDE  
VETERAN SERVICES

CONTRACTOR PAYMENT REQUEST

To: County of Riverside  
Veteran Services  
4360 Orange St  
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

**EXHIBIT C**  
**STATE STANDARD AGREEMENT BCSS 1328-24**  
**(ATTACHED BEHIND THIS PAGE)**

Contractor agrees to comply with all applicable provisions of the State Standard Agreement and shall pass down all provisions to any subcontractors.

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

SCO ID: 5227-BSCC132824

**STANDARD AGREEMENT**

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

**BSCC 1328-24**

PURCHASING AUTHORITY NUMBER (If Applicable)

**BSCC-5227**

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

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTOR NAME

**RIVERSIDE COUNTY VETERANS' SERVICES**

**2. The term of this Agreement is:**

START DATE

**OCTOBER 3, 2024**

THROUGH END DATE

**JUNE 30, 2028**

**3. The maximum amount of this Agreement is:**

**\$7,937,500.00**

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Attachment 1*	Proposition 47 Grant Program Request for Proposals	*
Attachment 2	Proposition 47 Grant Program Proposal	23
Appendix A	Proposition 47 Grant Program Scoring Panel Roster	1
Appendix B	Criteria for Non-Governmental Organizations Receiving BSCC Program Funds	2


\* This item is hereby incorporated by reference and can be viewed at: [https://www.bscc.ca.gov/s\\_bsccprop47/](https://www.bscc.ca.gov/s_bsccprop47/) 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.)

**RIVERSIDE COUNTY VETERANS' SERVICES**

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
4360 Orange St	Riverside	CA	92501
PRINTED NAME OF PERSON SIGNING	TITLE		
GREGORY COFFOS	Director		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		
			

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTING AGENCY ADDRESS 2590 Venture Oaks Way, Suite 200	CITY Sacramento	STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING COLLEEN CURTIN	TITLE Deputy Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE 	DATE SIGNED		

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

## EXHIBIT A: SCOPE OF WORK

### 1. GRANT AGREEMENT – PROPOSITION 47 GRANT PROGRAM

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and Riverside County Veterans' Services (hereafter referred to as the Grantee or Contractor).

### 2. PROJECT SUMMARY AND ADMINISTRATION

- A. The Riverside County Veterans Reentry Integration Program (VRIP) aims to bridge critical service gaps for justice-involved veterans, aligning with Proposition 47's objectives to reduce recidivism, improve employment prospects, and secure stable housing. To reduce recidivism, the program provides continuous mental health and substance abuse treatment from arrest through post-release, utilizing early identification, comprehensive case management, and tailored interventions. It enhances employment opportunities by facilitating job training and placement by starting pre-release, offering vocational assessments, resume workshops, and job fairs. VRIP secures stable housing through early housing assessments, collaboration with housing authorities, and providing temporary subsidies and long-term placements. The program targets justice-involved veterans identified through structured referrals and assessments. It leverages county infrastructure and partnerships, ensuring immediate service delivery.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Proposition 47 Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Proposition 47 Grant Program Proposal, which are attached and hereto and made part of this agreement.

### 3. PROJECT OFFICIALS

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.
- B. The Grantee's project officials shall be those identified as follows:

**Authorized Officer** with legal authority to sign:

Name: Gregory Coffos  
Title: Director

Address: 4360 Orange St., Riverside, CA 92501  
Phone: 951-816-5179

Email: [gcoffos@rivco.org](mailto:gcoffos@rivco.org)

**Designated Financial Officer** authorized to receive warrants:

Name: Toni Valerdi  
Title: Administrative Services Officer Address:  
4360 Orange St., Riverside, CA 92501  
Phone: 951-536-3995

Email: [tvalerdi@rivco.org](mailto:tvalerdi@rivco.org)

## EXHIBIT A: SCOPE OF WORK

**Project Director** authorized to administer the project:

Name: Gregory Coffos

Title: Director

Address: 4360 Orange St., Riverside, CA 92501

Phone: 951-816-5179

Email: [gcoffos@rivco.org](mailto:gcoffos@rivco.org)

## EXHIBIT A: SCOPE OF WORK

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

### 4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Proposition 47 Grant Program Request for Proposals and Attachment 2: Proposition 47 Grant Program Proposal.

### 5. REPORTING REQUIREMENTS

- A. Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Quarterly Progress Report Periods	Due no later than:
1. October 3, 2024 to December 31, 2024	February 15, 2025
2. January 1, 2025 to March 31, 2025	May 15, 2025
3. April 1, 2025 to June 30, 2025	August 15, 2025
4. July 1, 2025 to September 30, 2025	November 15, 2025
5. October 1, 2025 to December 31, 2025	February 15, 2026
6. January 1, 2026 to March 31, 2026	May 15, 2026
7. April 1, 2026 to June 30, 2026	August 15, 2026
8. July 1, 2026 to September 30, 2026	November 15, 2026
9. October 1, 2026 to December 31, 2026	February 15, 2027
10. January 1, 2027 to March 31, 2027	May 15, 2027
11. April 1, 2027 to June 30, 2027	August 15, 2027
12. July 1, 2027 to September 30, 2027	November 15, 2027
13. October 1, 2027 to December 31, 2027	February 15, 2028
14. January 1, 2028 to March 31, 2028	May 15, 2028

*Note: Project activity period ends March 31, 2028. The period of April 1, 2028 to June 30, 2028 is for completion of Final Local Evaluation Report and financial audit only.*

<b>B. Evaluation Documents</b>	<b>Due no later than:</b>
1. Local Evaluation Plan	March 31, 2025
2. Final Local Evaluation Report	June 30, 2028
<b>C. Other</b>	<b>Due no later than:</b>
Financial Audit Report	June 30, 2028

## **EXHIBIT A: SCOPE OF WORK**

### **6. PROJECT RECORDS**

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project.

## EXHIBIT A: SCOPE OF WORK

Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.

- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

### 7. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Proposition 47 Grant Program Scoring Panel Roster (see Appendix A) from receiving funds from the Proposition 47 Grant Program grants awarded under this RFP, except under authorized conditions, approved by BSCC. Applicants who are awarded grants under this RFP are responsible for reviewing the Proposition 47 Grant Program Scoring Panel Roster (see Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the scoring panel.
- B. In cases of an actual conflict of interest with a scoring panelist, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

### 8. FINANCIAL AUDIT

Grantees are required to provide the BSCC with a financial audit no later than the end of the contract term, June 30, 2028. The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county's or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.

## EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

### 1. INVOICING AND PAYMENTS

- A. The Grantee shall be paid in quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Quarterly Invoicing Periods:

1. October 3, 2024 to December 31, 2024
2. January 1, 2025 to March 31, 2025
3. April 1, 2025 to June 30, 2025
4. July 1, 2025 to September 30, 2025
5. October 1, 2025 to December 31, 2025
6. January 1, 2026 to March 31, 2026
7. April 1, 2026 to June 30, 2026
8. July 1, 2026 to September 30, 2026
9. October 1, 2026 to December 31, 2026
10. January 1, 2027 to March 31, 2027
11. April 1, 2027 to June 30, 2027
12. July 1, 2027 to September 30, 2027
13. October 1, 2027 to December 31, 2027
14. January 1, 2028 to March 31, 2028

Due no later than:

- February 15, 2025  
May 15, 2025  
August 15, 2025  
November 15, 2025  
February 15, 2026  
May 15, 2026  
August 15, 2026  
November 15, 2026  
January 15, 2027  
May 15, 2027  
August 15, 2027  
November 15, 2027  
February 15, 2028  
May 15, 2028

Final Invoicing Period\*:

14. April 1, 2028 to June 30, 2028

Due no later than:

- August 15, 2028

*\*Note: Only expenditures associated with completion of the Final Local Evaluation Report and the financial audit may be included on these last two invoices.*

- B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report and the financial audit) and all obligated match contributions must be incurred by the end of the grant project period, March 31, 2028, and included on the invoice due May 15, 2028. Project expenditures incurred after March 31, 2028 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by June 30, 2028. Expenditures incurred for the completion of the Final Local Evaluation Report during the period of April 1, 2028 to June 30, 2028 must be submitted during the Final Invoicing Period(s), with the final invoice due on August 15, 2028. Supporting fiscal documentation will be required for all expenditures claimed on during the Final Invoicing Periods and must be submitted with the final invoice.
- D. The financial audit is due to BSCC by June 30, 2028. Expenditures incurred for the completion of the financial audit during the period of April 1, 2028 to June 30, 2028 must be submitted during the Final Invoicing Periods, with the final invoice due on August 15, 2028. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice.
- E. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.

**EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

- F. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

## EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

### 2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

### 3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid and enforceable only if sufficient funds are made available through the annual transfer of savings generated by Proposition 47 from the General Fund to the Safe Neighborhoods and Schools Fund and subsequent transfer from the Safe Neighborhoods and Schools Fund to the Second Chance Fund. (Gov. Code, § 7599.1 & Pen. Code, § 6046.2.) On or before July 31st of each fiscal year the Department of Finance will calculate the state savings associated with Proposition 47 and certify the calculation to the State Controller who shall transfer those funds to the Safe Neighborhoods and Schools Fund. (Gov. Code, § 7599.1.) The grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding transferred to the Safe Neighborhoods and Schools Fund and subsequent transfer to the Second Chance Fund.
- B. If Proposition 47 funding is reduced or falls below estimates contained within the Proposition 47 Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

### 4. PROJECT COSTS

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the [July 2023 BSCC Grant Administration Guide](#).
- B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.
- C. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- E. Grant funds must be used to support new program activities or to augment existing funds that expand

**EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in

## **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

### **5. PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

### **6. WITHHOLDING OF GRANT DISBURSEMENTS**

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
  - 1) submittal and approval of the final invoice;
  - 2) submittal and approval of the final progress report; and
  - 3) submittal and approval of any additional required reports, including but not limited to the Final Local Evaluation Report and the financial audit.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

### **7. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

**8. PROJECT BUDGET**

<b>BUDGET LINE ITEMS</b>	<b>GRANT FUNDS</b>	<b>LEVERAGED FUNDS</b>	<b>TOTAL</b>
1. Salaries and Benefits	\$2,574,000	\$273,000	\$2,847,000
2. Services and Supplies	\$105,000	\$0	\$105,000
3. Professional Services or Public Agency Subcontracts	\$0	\$0	\$0
4. Non-Governmental Organization (NGO) Subcontracts (minimum 50%)	\$4,055,500	\$0	\$4,055,500
5. Project Evaluation and Monitoring [minimum 5% (or \$50,000, whichever is greater) but not more than 10% of total requested funds]	\$762,000	\$105,000	\$867,000
6. Equipment/Fixed Assets	\$84,600	\$0	\$84,600
7. Compliance Audit (must not exceed \$25,000 in grant funds)	\$25,000	\$0	\$25,000
8. Other (Travel, Training, etc.)	\$281,400	\$0	\$281,400
9. Indirect Costs (may not exceed 10% of grant award)	\$50,000	\$0	\$50,000
<b>TOTAL</b>	<b>\$7,937,500</b>	<b>\$378,000</b>	<b>\$8,315,500</b>

## EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

## EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - A. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective

### **EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)**

at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**16. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- 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.

**17. UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**18. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

#### **19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual

**EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)**

percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

- 20. LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

## EXHIBIT D: SPECIAL TERMS AND CONDITIONS

### 1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Proposition 47 Grant Program Request for Proposals and Attachment 2: Proposition 47 Grant Program Proposal.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

### 2. GRANTEE ASSURANCES AND COMMITMENTS

- A. Compliance with Laws and Regulations  
This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.
- B. Fulfillment of Assurances and Declarations  
Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Proposition 47 Grant Program Request for Proposal and Attachment 2: Proposition 47 Grant Program Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
- C. Permits and Licenses  
Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

### 3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the Proposition 47 RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the

**EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

Grantee's subcontractors to:

## EXHIBIT D: SPECIAL TERMS AND CONDITIONS

### 1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three

(3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

### 2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

## 4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

## 5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

## 6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the

**EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

## EXHIBIT D: SPECIAL TERMS AND CONDITIONS

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Attachment E of the original Proposal Package).

### 7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: Proposition 47 Grant Program Request for Proposal and Attachment 2: Proposition 47 Grant Program Proposal.

### 8. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:
- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
  - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Proposition 47 Grant Program Request for Proposal and Attachment 2: Proposition 47 Grant Program Proposal, or approved modifications;
  - 3) failure to provide the required local match share of the total project costs; and
  - 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

### 9. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance

## EXHIBIT D: SPECIAL TERMS AND CONDITIONS

(or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

### 9. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

- A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

### 10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

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CONFIDENTIALITY NOTICE:

The Proposition 47, Safe Neighborhoods and Schools Act Grant Program, Request for Proposals is divided into four sections: Applicant Information, Project Title and Project Summary Proposal Narrative and Budget (with key Attachments) Key Project Contacts Other Attachments: Mandatory and Optional Each section has fields that require a response. Applicants will be prompted to provide written text, numerical input, radial button choices, and

upload attachments. Documents in Word, Excel, and/or PDF are allowable formats for upload attachments. Some responses requiring narrative text input have a limited number of allowable characters for those fields. If a character limit has been enabled for a specific response field, a character counter will display the number of characters allowed and will then show the number of characters remaining as text is entered into the response field. Character limits include all text, punctuation, and spaces. If the character limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit." Applicants may start and stop their application, as needed, during the solicitation period. However, to save the information entered into the BSCC-Submittable Application, applicants must select "Save Draft" at the bottom of the application before existing. Applicants are prohibited from submitting the Proposition 47, Safe Neighborhoods and Schools Act Grant Program application until all mandatory fields are completed (those with a red asterisk), character limits are in compliance, and required documents have been uploaded. Applicants should read the Proposition 47, Safe Neighborhoods and Schools Act RFP Instruction Packet prior to completing this application process. The RFP Instruction Packet contains all the necessary information to successfully complete and submit the Proposition 47, Safe Neighborhoods and Schools Act application. This document can be found at: [https://www.bscc.ca.gov/s\\_bsccprop47/](https://www.bscc.ca.gov/s_bsccprop47/)

All documents submitted as a part of the Proposition 47, Safe Neighborhoods and Schools Act Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)

APPLICANT  
INFORMATION,  
PROJECT TITLE  
AND PROJECT  
SUMMARY

This section requires information about the applicant and the proposed project.

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Name of Applicant      Riverside County Veterans' Services

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Tax Identification  
Number                      95-6000930

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Applicant's Physical  
Address                      4360 Orange St.  
                                    Riverside  
                                    California  
                                    92501  
                                    US  
                                    33.97591  
                                    -117.37648

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Applicant's Mailing  
Address (if different  
than physical  
address)                      4360 Orange St.  
                                    Riverside  
                                    California  
                                    92501  
                                    US  
                                    33.97591  
                                    -117.37648

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Mailing Address For  
Reimbursement  
Payments                      4360 Orange St.  
                                    Riverside  
                                    California  
                                    92501  
                                    US

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Mailing Address For  
Reimbursement  
Payments                      33.97591  
                                    -117.37648

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Project Title                      Veterans Reentry Integration Program

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Project Summary                      The Riverside County Veterans Reentry Integration Program (VRIP) aims to bridge critical service gaps for justice-involved veterans, aligning with Proposition 47's objectives to reduce recidivism, improve employment prospects, and secure stable housing. To reduce recidivism, the program provides continuous mental health and substance abuse treatment from arrest through post-release, utilizing early identification, comprehensive case management, and tailored interventions. It enhances employment

opportunities by facilitating job training and placement starting pre-release, offering vocational assessments, resume workshops, and job fairs. VRIP secures stable housing through early housing assessments, collaboration with housing authorities, and providing temporary subsidies and long-term placements. The program targets justice-involved veterans identified through structured referrals and assessments. It leverages county infrastructure and partnerships, ensuring immediate service delivery.

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PROJECT  
NARRATIVE AND  
BUDGET

Complete the following sections: Section 1. Project Need Section 2. Community Engagement Including: Proposition 47 Local Advisory Committee Membership Roster (Attachment E) and Proposition 47 Local Advisory Committee Letter(s) of Agreement (Attachment F) Section 3. Project Description Including : Proposition 47 Project Work Plan (Attachment H) Section 4. Project Evaluation and Monitoring Section 5: Project Budget Attachment (Project Budget Table and Budget Narrative) The required attachments are stand-alone documents available on the BSCC Proposition 47 Homepage: [https://www.bscc.ca.gov/s\\_bsccprop47/](https://www.bscc.ca.gov/s_bsccprop47/) . Download, complete, and upload where prompted.

Quantitative and Qualitative Data to Support the Need:

1.1 Riverside County's Justice-Involved Veterans:

Home to about 116,000 veterans, Riverside County faces challenges in addressing the reentry needs of justice-involved veterans who encounter PTSD, substance abuse, and homelessness. The VA reports that 45% of incarcerated veterans have mental health disorders, emphasizing the need for targeted services. Major penal institutions like the California Rehabilitation Center and Ironwood State Prison highlight this need.

Section 1. Project  
Need

Incidence of Suicide Among Veterans:

The 2023 VA Suicide Report reveals veterans' suicide rate is 1.5 times higher than that of non-veterans, with about 17 veterans dying by suicide daily. Justice-involved veterans are at higher risk due to unique psychosocial stressors like unemployment, homelessness, social isolation, and high rates of mental illness and substance use disorders. Stigma and identity conflict further exacerbate their risk. Targeted interventions are essential to address these needs.

Lack of Pre-Release Services and Limited Support Resources:

Riverside County's veteran population is often overlooked in pre-release planning. CalVet has only five statewide representatives, and the local VA has just one social worker for the county's high-needs population. This resource scarcity highlights a significant gap in services, particularly given veterans' complex mental health needs.

Scholarly Research on Reentry Services for Veterans:

Studies in journals like the Journal of Veteran Studies and Military Medicine emphasize the need for specialized reentry services for veterans, who often require more intensive mental health treatment than nonveterans. Research underscores the necessity for targeted interventions to address veterans' unique needs. For instance, the research by Yakovchenko et al. (2022) in the Journal of Offender Rehabilitation underscores the distinct needs of veterans, who often require more intensive mental health treatment compared to nonveterans. With a large veteran population, high rates of mental health disorders, increased suicide risk, and a lack of comprehensive reentry services, Riverside County needs targeted interventions. Addressing these needs through dedicated programs and

enhanced support can significantly improve reintegration outcomes for justice-involved veterans.

1.2 Incorporating Critical Gaps and Specific Needs for Reentry Services: The chapter "Criminal Justice Involvement Among Veterans" highlights that veterans, who make up 8% of the incarcerated population, face distinct challenges compared to civilians, including higher rates of violent offenses and substance use. Incarcerated veterans' high PTSD rates necessitate tailored support. Specialized interventions can reduce recidivism and incarceration duration, promoting better reintegration. Riverside County lacks specific services for justice-involved veterans, exacerbating their difficulties upon reentry. Tailored support to address service-related trauma is urgently needed.

Incarcerated veterans experience high rates of PTSD, which necessitates tailored support to address their unique mental health needs. Providing specialized interventions can significantly reduce recidivism and the duration of incarceration for these individuals, promoting better reintegration into society (Saxon et al., 2001). However, research on recidivism risk and the effectiveness of cognitive-behavioral interventions tailored to this group remains limited. This indicates a significant gap in targeted interventions and support systems necessary for successful reentry. Particularly in Riverside County, there is no specific service in place to support the reentry of justice-involved veterans. This lack of specialized reentry services exacerbates the difficulties these individuals face upon returning to civilian life, including barriers related to mental health and homelessness, which are critical obstacles to employment and societal reintegration. This information underscores the urgent need for the development and implementation of specialized reentry programs that are equipped to address incarcerated veterans. This unique population requires tailored support to address the specific challenges they face due to their service-related trauma. By focusing on evidence-based cognitive-behavioral interventions and comprehensive support systems, Riverside County can better assist these veterans in transitioning effectively back into the community, thereby reducing recidivism rates and improving overall outcomes for this vulnerable population.

### 1.3 Program Design and Integration of the Sequential Intercept Model:

#### Engagement at Arrest:

VRIP introduces interventions at arrest, where trained law enforcement identify justice-involved veterans for referral to veteran-specific services, potentially diverting them from the criminal justice system to appropriate mental health or substance abuse treatment.

#### Involvement in the County Jail:

In county jails, VRIP ensures continuous engagement through specialized veteran service officers who conduct assessments and coordinate necessary interventions, preparing veterans for release and ensuring a smooth transition to community-based services.

#### Veterans Treatment Court:

VRIP integrates with Veterans Treatment Courts, combining treatment and accountability. These courts offer tailored judicial oversight, structured treatment, peer support, and regular progress monitoring, addressing

veterans' legal issues and underlying causes of criminal behavior, supporting long-term rehabilitation, and reducing recidivism.

#### Pre-release Engagement and Case Management:

VRIP focuses on pre-release engagement, preparing veterans for reentry by addressing employment, mental health, and substance abuse issues. Post-release, ongoing case management and peer support adjust services as needed, ensuring veterans remain engaged with community resources and treatment programs.

#### Reentry housing and collaborative support:

VRIP develops reentry housing supports through direct housing navigation to identify emergency, transitional, and permanent needs for justice involved veterans reintegrating back into society, and for veterans ineligible for VA benefits and fosters collaborative support across county departments, addressing veterans' needs holistically and enhancing program effectiveness. By incorporating these points of engagement, VRIP applies the Sequential Intercept Model comprehensively, mitigating immediate challenges and ensuring successful reintegration into society.

#### 1.4 Prop 47 Alignment:

VRIP aligns with Proposition 47, which aims to reduce incarceration for nonviolent offenses and reallocate resources to mental health and substance abuse treatments. VRIP targets justice-involved veterans, providing robust support services that facilitate their reintegration into society. By reducing recidivism and enhancing public safety, VRIP embodies Proposition 47's goals of community health and safety, aiding veterans' recovery, and contributing to safer communities.

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In developing the Veterans Reentry Integration Program (VRIP), a robust community engagement process was essential to align with the needs and intent of Proposition 47. This process was designed to be inclusive and reflective of the diverse community within Riverside County, particularly focusing on the integration of veterans back into society.

## Section 2. Community Engagement

### 2.1 Proposition 47 Local Advisory Committee Membership

The Proposition 47 Local Advisory Committee is composed of a diverse group of stakeholders, including veteran affairs experts, veteran service organization leaders, policymakers, and community leaders. The committee's representation from the veteran community ensures that the voices of those directly impacted by our initiatives are heard and considered. This diverse membership ensures that the committee reflects the cultural and social makeup of our community and addresses the specific needs identified through our assessment processes.

### 2.2 Engagement Process for Committee Membership

To form the Proposition 47 Local Advisory Committee, we employed a multi-faceted approach to engage a broad cross-section of the community. Initial recruitment was conducted through public announcements and direct outreach to organizations known for their work with veterans and criminal

justice. Community forums and discussions were held to gather input on the pressing needs of justice-involved veterans, and from these interactions, key partners were identified based on their expertise, influence, and

resource availability.

To ensure fairness and transparency, the selection process included an open application period advertised through multiple media channels and community organizations. Selection criteria were clearly outlined, focusing on the ability to contribute to the committee's goals, commitment to justice reform, and representation of the community's diversity. This comprehensive approach ensured that the process was inclusive and equitable.

### 2.3 Accessibility and Inclusiveness of Committee Meetings

The meetings of the Proposition 47 Local Advisory Committee are publicly noticed in accordance with local government transparency laws, ensuring they are accessible to all interested parties. Notices will be posted in advance on the county's website, at local community centers, and in local newspapers. Meetings are held in wheelchair-accessible locations, with language translation services available upon request to accommodate non-English speakers and hearing-impaired attendees.

Each meeting will include a designated public comment period, allowing community members to voice their concerns, provide feedback, and offer suggestions. Additionally, to maximize participation, we offer virtual attendance options, utilizing web conferencing tools that include features for real-time interaction. This approach ensures that the committee's activities are transparent, accessible, and open to community involvement, reflecting our commitment to an inclusive and participatory community engagement process.

Through these detailed and deliberate strategies, VRIP's community engagement process not only aligns with the requirements of Proposition 47 but also ensures that the program is shaped by a comprehensive understanding of community needs, leveraging diverse perspectives to foster effective and sustainable solutions for reintegrating justice-involved veterans into society.

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Proposition 47 Local Advisory Committee Membership Roster (Attachment E)

[Attachment-D\\_Local-Advisory-Committee-Membership-Roster.docx](#)

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Proposition 47 Local Advisory Committee Letter(s) of Agreement (Attachment F)

[Prop\\_47\\_GC.pdf](#)

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Section 3. Project Description

### 3.1 Proposed Program Goals, Objectives, and Impacts

Riverside County Veterans Services aims to address the critical gaps in services for justice-involved veterans through the Veterans Reentry Integration Program (VRIP). The program's primary goals align with

Proposition 47's intent to reduce recidivism, enhance employment opportunities, and secure stable housing for veterans.

Goal 1: Reduce Recidivism Among Veterans

Objectives:

initiate engagement and support from the point of arrest; provide continuous mental health and substance abuse treatment from pre-custody through post-release.

Activities:

Early identification and assessment at arrest; comprehensive case management; regular follow-ups; and tailored therapeutic interventions. Responsible Staff/Partner Agencies: local law enforcement; Riverside County Veterans Services; specialized mental health service providers. Outcome Measures: Reduction in recidivism rates. Data sources: county criminal justice databases; program tracking reports.

The high incidence of mental health disorders and substance use among justice-involved veterans necessitates early intervention and continuous support (Stimmel et al., 2019). By addressing these needs from the point of arrest, the program aims to reduce the likelihood of reoffending (Griffin et al., 2015).

## Goal 2: Enhance Employment Opportunities for Veterans

### Objectives:

Facilitate job training and placement starting from pre-release preparations. Provide vocational training and education tailored to market demands.

### Activities:

Vocational assessments and training programs initiated pre-release.

Resume building workshops.

Job fairs and employer partnerships.

### Responsible Staff/Partner Agencies:

Local employment agencies.

Vocational schools.

Riverside County Job Centers.

### Outcome Measures:

Employment rates post-program or % of service connection attained.

Evaluate the employment rate at the end of a six-month period post-release.

### Data Sources:

Employment records.

Follow-up surveys with participants.

Employment is a critical factor in the reintegration process. Veterans with stable employment are less likely to reoffend (Finlay et al., 2016). Providing tailored vocational training and connecting veterans with potential employers enhances their chances of securing and maintaining employment.

## Goal 3: Secure Stable Housing for Veterans Post-Release

### Objectives:

Start housing assessments and preparations during the pre-custody phase.

Collaborate with housing authorities to prioritize veterans for housing resources.

### Activities:

Early engagement with housing authorities.

Application assistance for housing programs.

Provision of temporary housing subsidies and long-term housing placement.

### Responsible Staff/Partner Agencies:

Housing authorities.

Non-profit organizations specializing in veteran housing.

VRIP case managers.

Outcome Measures:  
Percentage of veterans in stable housing post-release.

#### Data Sources:

Housing placement records.

Participant and family follow-up interviews.

Stable housing significantly reduces the risk of recidivism and enhances overall well-being (Saxon et al., 2001). By ensuring veterans have access to stable housing, the program supports their successful reintegration into the community.

#### 3.2 Identification of the Target Population for the Veterans Reentry Integration Program (VRIP)

The target population for VRIP includes justice-involved veterans who are incarcerated or at risk of incarceration. Identifying these veterans involves a structured approach that includes referral processes, comprehensive risk/needs assessments, and criteria for mental health and substance use disorders.

##### Referral Process

**Initial Screening at Arrest:** Local law enforcement officers are trained to identify veterans at the point of arrest.

**Collaboration with the Courts:** Veterans are referred to Veterans Treatment Courts where available.

**In-Custody Identification:** Designated veteran service officers conduct additional screenings within correctional facilities to identify veterans who may not have been captured during initial arrest screenings.

##### Risk/Needs Assessments

**Comprehensive Evaluation:** Assessments include criminal history, substance use, mental health status, and social support needs.

**Utilization of Standardized Tools:** Validated tools assess the veteran population's risk for recidivism and intervention needs.

**Ongoing Assessments:** Periodic assessments adapt to veterans' evolving needs.

##### Addressing Mental Health and Substance Use Disorder Needs

**Screening for Mental Health and Substance Use Disorders:** Veterans undergo screenings for issues such as PTSD, depression, anxiety, and substance use disorders.

**Referral to Specialized Services:** Veterans are referred to therapy, counseling, and medication management services.

**Integrated Care Approach:** Mental health and substance use treatments are coordinated with other reentry services.

Justice-involved veterans often face complex mental health and substance use challenges (Stimmel et al., 2019). Comprehensive assessments and integrated care approaches are crucial to addressing these needs effectively (Griffin et al., 2015).

#### 3.3 Service Delivery and Staffing Structure for VRIP

To enhance VRIP's effectiveness, the program emphasizes the importance of Veterans Service Officers (VSOs) and reconfigures support staff roles through subcontracting.

##### Enhanced Role of Veterans Service Officers

**Increased VSOs:** Ensures all participating veterans receive comprehensive assistance in accessing VA benefits.

**Strategic Benefit Linkage:** Connects veterans with a range of VA benefits, reducing the financial burden on county and state systems.

Restructuring of Support Staff Through Subcontracting  
Subcontractor Roles: Provides essential staff, including a Program  
Manager, Case Managers, Peer Support Specialists, and a Housing

Manager.

Program Manager: Oversees the entire VRIP operation.

Case Managers: Provide individualized support and coordination of services.

Peer Support Specialists: Offer support and guidance based on their own experiences as veterans.

Housing Manager: Secures stable housing for veterans.

This restructured approach ensures targeted and efficient delivery of services, enhancing the overall impact of the program (Stimmel et al., 2019). By increasing the number of VSOs and streamlining support roles, VRIP enhances its capacity to support veterans effectively (Finlay et al., 2016).

### 3.4 Service Delivery Approach

The service delivery approach of VRIP is designed to be culturally competent and responsive, trauma-informed, gender-responsive, and accessible. Ongoing cultural competency training for VSOs ensures they understand and respect the diverse backgrounds of veterans, with services offered in multiple languages. Programs addressing the unique needs of female veterans through trauma informed care competencies provide tailored mental health and support services, ensuring respect for the dignity of all veterans. Accessibility is ensured through facilities and services designed for veterans with disabilities, with necessary accommodations for communication and transportation (Griffin et al., 2015).

The program also incorporates restorative justice principles, focusing on healing, accountability, and community restoration. Open communication between veterans, their families, and the community addresses harm and finds mutually agreed-upon solutions. Veterans are encouraged to take responsibility through community service or reparative actions, fostering a sense of shared responsibility and collective healing (Griffin et al., 2015). To address known barriers, VRIP employs strategies such as providing translation services, transportation assistance, financial aid, and public awareness campaigns to reduce stigma. Continuous feedback from veterans ensures services adapt to their needs, while policy advocacy addresses systemic barriers (Griffin et al., 2015).

### 3.5 Service Provider Selection Process

The Veterans Reentry Integration Program (VRIP) in Riverside County is strategically designed to utilize the expertise and resources of the Riverside County Veterans Services Department (RCVSD) as the primary service provider. This choice capitalizes on the department's specialized knowledge and existing infrastructure to meet the complex needs of justice-involved veterans effectively (Griffin et al., 2015).

#### Comprehensive Service Delivery Model

Primary Service Provider: RCVSD leverages its staff, including veterans with lived experiences, to address the challenges faced by the veteran population.

Subcontractor Selection: Engages a subcontractor composed of strong case management, housing navigation, and mental health professionals.

Veterans Benefits and Resource Dissemination: Conducts targeted prison in-reach programs to ensure veterans are aware of their entitled benefits.

Case Management and Peer Support: Comprehensive case management and peer support services are outsourced to the subcontractor.

Service Provider Integration and Collaboration  
Lived Experience and Professional Expertise: Both county staff and



subcontractor teams bring a blend of professional expertise and personal experience. Collaborative Service Approach: Integration of services ensures a holistic approach to supporting veterans. Continuous Feedback and Adaptation: Implementing

robust feedback mechanisms to adapt and improve services based on evolving needs. By positioning the RCVSD as the main service provider and selecting a subcontractor with relevant lived experiences, VRIP establishes a strong foundation for delivering specialized, empathetic, and effective support to justice-involved veterans (Stimmel et al., 2019; Finlay et al., 2016).

### 3.6 Plan to Minimize Start-Up Time

To minimize start-up time, VRIP will leverage existing county infrastructure and established partnerships to ensure quick delivery of services. Pre-implementation planning involves preparing staff and resources to be ready for deployment immediately upon program initiation. This preparation includes training sessions, establishing protocols, and ensuring that all necessary tools and resources are available to staff from day one. This proactive approach allows veterans to receive support without delay, which is essential for maintaining continuity of care and improving outcomes (Griffin et al., 2015; Finlay et al., 2016).

### 3.7 Alignment with Proposition 47

VRIP aligns with the spirit and intent of Proposition 47 by focusing on rehabilitative interventions that address the root causes of criminal behavior, emphasizing housing stability, mental health support, and linkage to VA services. By providing targeted support and addressing the specific needs of justice-involved veterans, the program promotes rehabilitation over incarceration, which is a core principle of Proposition 47 (Griffin et al., 2015; Stimmel et al., 2019).

### 3.8 Leveraging Outside Funds

VRIP plans to leverage federal VA benefits and additional funding from local and state sources to enhance the services provided. This strategy ensures comprehensive support for veterans while alleviating financial pressures on local resources, contributing to the program's sustainability and effectiveness.

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## Proposition 47 Project Work Plan (Attachment H)

[Attachment\\_H\\_.pdf](#)

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### Section 4. Project Evaluation and Monitoring

#### Evaluation Entity and Staff Selection

The Veterans Reentry Integration Program (VRIP) will employ an external evaluator to ensure objectivity and rigor in the evaluation process. This evaluator will be selected through a competitive bidding process that prioritizes experience in evaluating criminal justice and veteran-related programs (Griffin et al., 2015). The selected entity will be responsible for developing and implementing a comprehensive evaluation plan, including both process and outcome evaluations. Additionally, evaluation will occur using internal county quality assurance processes and through the subcontractor to ensure all parameters are met (Finlay et al., 2016).

#### Monitoring Activities Across Project Phases

Monitoring activities will be incorporated into various phases of the project

to ensure that interventions are implemented as intended:

**Start-Up Phase:** During the start-up phase, the evaluation team will establish baseline data and finalize the evaluation framework, including identifying key metrics and data collection methods. Training sessions will be conducted for all staff to ensure they understand their roles in the evaluation process (Finlay et al., 2016).

**Implementation Phase:** Throughout the implementation phase, regular check-ins and data collection will occur to monitor fidelity to the intervention models. The evaluation team will conduct site visits, review case management records, and hold focus groups with staff and participants to gather qualitative data (Stimmel et al., 2019).

**Service Delivery Period:** During the service delivery period, ongoing data collection will be maintained to track progress toward program goals. Monthly progress reports will be generated to identify any deviations from planned activities and to make timely adjustments as needed (Saxon et al., 2001).

#### 4.2 Process and Outcome Measures

##### Quantifiable Measures

The evaluation will include both process and outcome measures that are in line with the intent of Proposition 47, the proposed project, and the goals and objectives listed in the Work Plan.

##### Process Measures:

Number of veterans identified and enrolled in VRIP.

Number of risk and needs assessments completed.

Number of referrals made to mental health and substance use disorder services.

Number of housing placements secured.

Number of employment placements secured (Griffin et al., 2015).

##### Outcome Measures:

**Recidivism Rate:** Defined by the BSCC, recidivism will be tracked as the percentage of participants re-arrested or reconvicted within one year of program completion.

**Mental Health and Substance Use Outcomes:** Improvements in mental health and reductions in substance use will be measured using standardized assessment tools (Stimmel et al., 2019).

**Housing Stability:** The percentage of participants in stable housing six months post-release.

**Employment Outcomes:** Employment rates and average earnings six months post-release (Finlay et al., 2016).

These measures will provide a comprehensive view of the program's effectiveness in achieving its goals of reducing recidivism, enhancing employment opportunities, and securing stable housing for veterans (Griffin et al., 2015).

#### 4.3 Preliminary Research Plan

##### Data Collection and Evaluation Plan

##### Baseline Data Collection

Baseline data will be collected at program entry, including demographic information, criminal history, mental health and substance use status, housing status, and employment history. This data will establish a starting

point against which future outcomes can be measured (Finlay et al., 2016).  
Outcome Data Collection  
Outcome data will be collected at multiple points throughout the program,

including at program completion and six months post-release. Data collection methods will include:

Surveys and Assessments: Participants will complete standardized surveys and assessments to measure changes in mental health, substance use, housing stability, and employment status (Stimmel et al., 2019).

Administrative Data: Recidivism data will be obtained from county criminal justice databases. Employment and housing data will be collected from partner agencies and through follow-up surveys with participants (Saxon et al., 2001).

#### Data Sharing Agreements

To facilitate data collection, VRIP will enter into data sharing agreements with relevant agencies, including local law enforcement, housing authorities, and employment agencies. These agreements will outline the data to be shared, the methods for data transfer, and the protocols for ensuring data confidentiality and security (Griffin et al., 2015).

#### Evaluation Reports and Feedback

The evaluation team will produce regular reports summarizing the findings from the process and outcome evaluations. These reports will be shared with program staff and stakeholders to provide ongoing feedback and to inform program improvements. The final evaluation report will include comprehensive analyses of program effectiveness and recommendations for future program enhancements (Finlay et al., 2016).

By implementing a robust evaluation and monitoring plan, VRIP aims to ensure that the program is delivered effectively and achieves its intended outcomes, aligning with the goals of Proposition 47 to reduce recidivism and support the successful reintegration of justice-involved veterans (Stimmel et al., 2019).

#### Staff Composition for Program Implementation

The Riverside County Veterans Services (RCVS) office will expand its staff to include seven additional Veteran Services Representatives and a subcontractor team to execute in-reach services. This team will consist of Housing Navigators, Peer Support Outreach Specialists, and Case Managers, as well as already-vetted team members that will be leveraged for additional support to the program below:

Greg Coffos, Director, U.S. Navy (Veteran)

Adam C. French, Assistant Director, U.S. Army (Retired)

Toni Valerdi, Administrative Services Officer, U.S. Air Force (Blue Star Wife)

Kelly Reid, Executive Assistant III, U.S. Army and Airforce (Blue Star Mother)

Taurino "Tony" Santos, Senior Vet Services Representative, U.S. Air Force (Veteran)

Jacob Tapia, Veterans Services Representative, U.S. Marine Corps (Veteran)

Silvia Andrasian, Veteran Representative

Nestor Garcia, Veterans Services Representative, U.S. Army (Veteran)

Amy Pritchard, Admin Services Assistant

The expansion will also include representatives in offices across Riverside, Hemet, Temecula, and Indio, ensuring comprehensive coverage and support for veterans throughout the county. This diverse and experienced team will play a crucial role in implementing VRIP, ensuring that justice-

involved veterans receive the support they need to reintegrate successfully into society.

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Section 5. Budget Attachment (Project Budget Table and Budget Narrative)

[Prop-47-Cohort-4-Budget-Attachment-FINAL.xlsx](#)

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KEY PROJECT CONTACTS

This sub-section requires information about the key project contact individuals that will be acting as the project administrators of the grant. This section requires names and contact information for the individuals identified as the Project Director, Financial Officer, Day-to-Day Project Contact, Day-to-Day Fiscal Contact, and the Authorized Officer with signing authority.

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Project Director

Gregory Coffos

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Project Director's Title

Director of Riverside County Department of Veterans Services

---

Project Director's Physical Address

4360 Orange St.  
Riverside  
California  
92501  
US  
33.97591  
-117.37648  
  
gcoffos@rivco.org

---

Project Director's Email Address

+19518165179

---

Project Director's Phone Number

---

Financial Officer

Toni Valerdi

---

Financial Officer's Title

---

Financial Officer's Physical Address

Administrative Services Officer

---

Financial Officer's  
Email Address

4360 Orange St.

---

Financial Officer's  
Phone Number

Riverside  
California  
92501

---

Day-To-Day Program  
Contact

US  
33.97591  
-117.37648

tvalerdi@rivco.org

+19515363995

Gregory  
Coffos

---

Day-To-Day Program Director of Riverside County Department of Veterans Services  
Contact's Title and  
Agency/Department/Organization

---

Day-To-Day Program 4360 Orange St.  
Contact's Physical Address Riverside  
California  
92501  
US  
33.97591  
-117.37648  
  
gcoffos@rivco.org

---

Day-To-Day Program  
Contact's Email Address +19518165179

---

Day-To-Day Program  
Contact's Phone Number

---

Day-To-Day Fiscal Contact Toni  
Valerdi

---

Day-To-Day Fiscal Contact's Title with Administrative Services Officer for Riverside County Department of  
Veterans Services  
Agency/Department/Organization

---

Day-To-Day Fiscal Contact's Physical Address Day-To-Day Fiscal Contact's Phone Number  
Name of Authorized Officer\*

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Day-To-Day Fiscal  
Contact's Email Address

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tvalerdi@rivco.org

+19515363995

Gregory  
Coffos

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I hereby certify I am checked  
vested by the  
Applicant with the  
authority to enter into  
contract with the  
BSCC, and the  
grantee and any  
subcontractors will  
abide by the laws,  
policies, and  
procedures  
governing this  
funding.

---

Date of Assurance 5/7/2024

---

Authorized Officer's Title and Agency/Department Director of Riverside County Department of Veterans Services

---

Authorized Officer's Physical Address 4360 Orange St.  
Riverside  
California  
92501  
US  
33.97591  
-117.37648  
  
gcoffos@rivco.org

---

Authorized Officer's Email Address +19518165179

---

Authorized Officer's Phone Number

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OTHER ATTACHMENTS: MANDATORY AND OPTIONAL

The following attachments are mandatory: Appendix B: Criteria for Non-Governmental Organizations Receiving BSCC Funds Appendix C: Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement The following attachment is optional at time of submission, but will be required if the grant is awarded: Attachment G: Governing Board Resolution attachment upload is optional at Application submission. These documents are stand-alone documents available on the BSCC Proposition 47 Homepage: [https://www.bscc.ca.gov/s\\_bsccprop47/](https://www.bscc.ca.gov/s_bsccprop47/). Download, complete, and upload where prompted.

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Appendix B: Criteria for Non-Governmental Organizations Receiving BSCC Grant Subaward

[Appendix-B\\_Criteria-for-NGOs.docx](#)

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Appendix C: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement

[Appendix-C\\_Certification-of-Compliance\\_1.pdf](#)

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**Appendix C: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement**

**Required Attachment: Applicants will be prompted to upload this document from the BSCC [Proposition 47 webpage](#) to the BSCC Submittable Application Portal**

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.


BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

- I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.
- I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.
- I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

<b>AUTHORIZED SIGNATURE</b> (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Gregory Coffos	Director	9518165179	gcoffos@rivco.org
STREET ADDRESS	CITY	STATE	ZIP CODE
4360 Orange Street	Riverside	CA	92501

SSJ# 26-15   
Form #116-310 – Dated: 10/01/2025

APPLICANT'S SIGNATURE (e-signature acceptable) <b>X</b>	DATE 6-05-24
------------------------------------------------------------	-----------------

## Attachment H: Proposition 47 Project Work Plan

**Required Attachment: Applicants will be prompted to upload this document from the BSCC [Proposition 47 webpage](#) to the BSCC Submittable Application Portal.**

**Instructions:** Applicants must complete a Project Work Plan, using the format below. Completed Project Work Plans should (1) identify the project's top goals and objectives; (2) identify how the top goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates; and (3) provide goals, objectives, and measures with a clear relationship to the need and intent of the grant. A minimum of three goals and corresponding objectives, process measures, etc. must be identified.

<b>(1) Goal:</b>	> Reduce Recidivism Among Justice-Involved Veterans		
Objectives (A., B., etc.)	> Initiate engagement and support from the point of arrest.		
Process Measures and Outcome Measures:	> Process Measures: Number of veterans identified at arrest, number of referrals made, and number of initial assessments completed. Outcome Measures: Reduction in recidivism rates among program participants compared to baseline data.		
Project activities that support the identified goal and objectives:	Responsible staff/partners:	Timeline	
		Start Date	End Date
> Activities: Early identification and assessment of veterans at the point of arrest. Immediate referral to veteran-specific services. Coordination with mental health and substance abuse treatment providers.	> Local law enforcement, Riverside County Veterans Services, Specialized mental health service providers.	> 8/1/2024	> 6/30/2027
List data and sources to be used to measure outcomes: >			
County criminal justice databases, program tracking reports, mental health and substance abuse treatment records. Veteran Administration Databases, CDCR Reports, County Veteran Tracking software			

<b>(2) Goal:</b>	> Enhance Employment Opportunities for Justice-Involved Veterans		
Objectives (A., B., etc.)	> Facilitate job training and placement starting from pre-release preparations.		



<b>Process Measures and Outcome Measures:</b>	> Number of vocational assessments completed, number of job training sessions held, and number of job placements secured.		
<b>Project activities that support the identified goal and objectives:</b>	<b>Responsible staff/partners:</b>	<b>Timeline</b>	
		<b>Start Date</b>	<b>End Date</b>
> Conduct vocational assessments and provide job training programs pre-release. Organize resume-building workshops and job fairs. Partner with local employers and vocational schools for job placements. Referral to Compensated Work Therapy through Veterans Affairs. Enrollment in Dept of Rehab or Veterans Vocational Rehabilitation.	> Local employment agencies, Vocational schools, Riverside County Job Centers, Department of Rehabilitation, Department of Veteran Affairs Voc Rehab, Compensated Work Therapy.	> 8/1/2024	> 6/30/2027
List data and sources to be used to measure outcomes: > Employment records, follow-up surveys with participants, vocational training program records.			

<b>(3) Goal:</b>	> Secure Stable Housing for Justice-Involved Veterans Post-Release		
<b>Objectives (A., B., etc.)</b>	> Start housing assessments and preparations during the pre-custody phase.		
<b>Process Measures and Outcome Measures:</b>	> Number of housing assessments conducted, number of temporary housing subsidies provided, and number of long-term housing placements secured.		
<b>Project activities that support the identified goal and objectives:</b>	<b>Responsible staff/partners:</b>	<b>Timeline</b>	
		<b>Start Date</b>	<b>End Date</b>
> Engage with housing authorities early to assess housing needs and availability. Assist veterans with housing applications and provide temporary housing subsidies. Facilitate long-term housing placements and ensure continuous housing support.	> Housing authorities, Non-profit organizations specializing in veteran housing, VRIP case managers.	> 8/1/2024	> 6/30/2027
List data and sources to be used to measure outcomes: > Housing placement records, participant follow-up interviews, housing program records.			



**Attachment D: Proposition 47 Local Advisory Committee Membership Roster**

**Required Attachment: Applicants will be prompted to upload this document from the BSCC [Proposition 47 webpage](#) to the BSCC Submittable Application Portal**

**Lead Agency:** Riverside County Veterans Services

<b>Individual Name</b>	<b>Job Title</b>	<b>Agency/Organization</b>
Gregory Coffos	Director	Riverside County Veterans Services
Adam French	Assistant Director	Riverside County Veterans Services
Justin Mcewen	Wounded Warrior Fellow	Congressman Ken Calvert's Office
Manuel Gomez	VetPhoenix	Peer Support Specialist
Raven Hilden	CEO	MilVet Non Profit
Artie Allen	Chair	Riverside County Veterans Advisory Committee
Ralph Duarte	Self	Riverside County Service Connected Veteran
Marcus Maltese	Deputy Director	Riverside County Department of Child Support Services



## Attachment E: Proposition 47 Local Advisory Committee Letter of Agreement

*Note: This letter is to be signed by Lead Agency and all members of the Proposition 47 Local Advisory Committee. Photocopies of signatures are acceptable. Include additional signature lines as necessary.*

06/01/2024

This is a letter of agreement between **Riverside County Veterans' Services** and all organizations listed herein for the purposes of applying for the Proposition 47 Grant. All organizations listed herein agree to participate on the local **Proposition 47 Local Advisory Committee** led by **Riverside County Veterans' Services** using a collaborative approach. This advisory body will, at a minimum, advise the Lead Agency on:

- How to identify and prioritize the most pressing needs to be addressed (to include target population, target area, etc.);
- How to identify the strategies, programs and/or services to be undertaken to address those needs;
- The development of the grant project; and
- Ongoing implementation of the grant project

Signature

Signature

Signature



To effectively support our program's mission of assisting justice-involved veterans, we are requesting funding to cover essential travel and equipment expenses. Our travel budget accounts for mileage expenses for seven staff members, each traveling 25,000 miles annually over three years at the current IRS rate of \$0.67 per mile, totaling \$351,750. This travel is crucial for reaching veterans in diverse locations, including remote and underserved areas, ensuring they receive consistent and personalized support.

In addition to travel, we require \$84,600 to equip nine staff members with the necessary technology, including cell phones, laptops, and ongoing internet services. The detailed breakdown of these technology costs is as follows: Cell Phones: 9 cell

phones at \$1,000 each, totaling \$9,000.

Laptops: 9 laptops at \$1,500 each, totaling \$13,500.

Software and Applications: \$750 per staff member, totaling \$6,750.

Ongoing Internet Services: \$150 per month per staff member, totaling \$48,600 over three years. Technical

Support and Maintenance: \$250 per year per staff member, totaling \$6,750 over three years.

This comprehensive technology package, amounting to \$84,600, will provide our staff with the tools needed to maintain effective communication, manage case files, conduct virtual meetings, and access online resources. These investments in travel and equipment are vital for the operational success of our program, enabling us to deliver comprehensive and accessible support to the veterans who need it most. By ensuring our staff are fully equipped and capable of traveling extensively, we can enhance our capacity to serve justice-involved veterans and achieve our program goals.

3a. Professional Services or Public Agency Subcontracts				
Description of Professional Service(s)	Calculation for Expenditure	Grant Funds	Leveraged Funds	Total
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
<b>TOTAL</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**3b. Professional Services or Public Agency Subcontracts Narrative:**  
 Enter narrative here. You may expand row height if needed.

4a. Non-Governmental Organization (NGO) Subcontracts				
Description of Subcontracts	Calculation for Expenditure	Grant Funds	Leveraged Funds	Total
Housing Navigator	4x 100% FTE for County Wide Housing Navigation services \$95,000 each per year, over 3 years totaling \$1,140,000.	\$1,140,000	\$0	\$1,140,000
Jail-in Reach	Providing staffing for in-custody workshops, benefits assistance, and weekly prison/county jail visits, with 2 staff members each costing \$80,000 per year, totaling \$560,000 over three years, which is \$160,000 per year.	\$560,000	\$0	\$560,000
Peer Support	4x 100% FTE for peer support specialists, each costing \$80,000 per year, totals \$1,120,000 over 3.5 years, which is \$320,000 per year.	\$1,120,000	\$0	\$1,120,000
Veteran Service Liaison Case Managers	4x 100% FTE Case managers each costing \$80,000 per year, totaling \$1,120,000 over 3.5 years.	\$1,120,000	\$0	\$1,120,000
Admin Costs	Admin Costs: Administrative costs total \$33,000 per year, totaling \$99,000 over three years	\$115,500	\$0	\$115,500
			\$0	\$0
			\$0	\$0
			\$0	\$0
<b>TOTAL (minimum of 50% of grant funds to subcontracts with non-governmental, community-based organizations)</b>		<b>\$4,055,500</b>	<b>\$0</b>	<b>\$4,055,500</b>

**4b. Non-Governmental Organization (NGO) Subcontracts Narrative:**  
 To effectively support our mission of assisting justice-involved veterans, we are requesting \$3,965,000 over three years to cover essential costs. This includes \$1,600,000 for leasing a reentry home to provide stable housing for 100 veterans annually, \$400,000 for staffing two specialists to offer in-custody workshops and weekly jail visits, \$540,000 for three peer support specialists to provide personalized mentorship, and \$270,000 for a full-time program manager to ensure seamless implementation of our programs. Additionally, we need \$480,000 for two case managers to support reintegration, \$285,000 for a social worker to address mental health needs, \$240,000 for a house manager to maintain the reentry home, and \$150,000 for administrative costs. These investments, totaling \$1,321,666.67 annually, are crucial for providing comprehensive and accessible support to veterans, enhancing their chances of successful reintegration and reducing recidivism.

5a. Project Evaluation and Monitoring				
Description of Project Evaluation and Monitoring	Grant Funds	Leveraged Funds	Total	
1x 100% FTE Administrative Services Assistant to provide support to administrative oversight (i.e., billing, documentation, program evaluation, performance, etc.)	\$290,000	\$0	\$290,000	
BSCC Program Manager to provide program operations oversight (i.e., billing, documentation, program evaluation, performance, etc.)	\$472,000	\$0	\$472,000	
1x 20% FTE Riverside County Veterans Services Assistant Director		\$105,000	\$105,000	
	\$0	\$0	\$0	
	\$0	\$0	\$0	
	\$0	\$0	\$0	
	\$0	\$0	\$0	
	\$0	\$0	\$0	
<b>TOTAL (minimum 5% of requested grant funds or \$50,000, whichever is greater, but not more than 10%)</b>		<b>\$762,000</b>	<b>\$105,000</b>	<b>\$867,000</b>

**5b. Project Evaluation and Monitoring Narrative:**  
 The program evaluation will assess the effectiveness and impact of our interventions on justice-involved veterans by measuring housing stability, employment rates, recidivism rates, service utilization, participant and staff satisfaction, and operational efficiency using administrative records, surveys, and focus groups; we will hire an external evaluator, utilize county evaluation protocols, and partner with a local education institution to develop research and data.

6a. Equipment/Fixed Assets				
Description of Equipment/Fixed Assets	Calculation for Expense	Grant Funds	Leveraged Funds	Total
Technology Equipment	9 Cell Phones, 9 Laptops, and Ongoing Service (*See narrative for breakdown)	\$84,600	\$0	\$0
			\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0

		\$0	\$0	\$0
		\$0	\$0	\$0

<b>TOTAL</b>	<b>\$84,600</b>	<b>\$0</b>	<b>\$84,600</b>
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**6b. Equipment/Fixed Assets Narrative:**

We require \$84,600 to equip nine staff members with the necessary technology, including cell phones, laptops, and ongoing internet services. The detailed breakdown of these technology costs is as follows: Cell Phones: 9 cell phones at \$1,000 each, totaling \$9,000.  
 Laptops: 9 laptops at \$1,500 each, totaling \$13,500.  
 Software and Applications: \$750 per staff member, totaling \$6,750.  
 Ongoing Internet & Phone Services: \$150 per month per staff member, totaling \$48,600 over three years. Technical Support and Maintenance: \$250 per year per staff member, totaling \$6,750 over three years.  
 This comprehensive technology package, amounting to \$84,600, will provide our staff with the tools needed to maintain effective communication, manage case files, conduct virtual meetings, and access online resources. These

**7a. Compliance Audit**

Description of Compliance Audit	Calculation for Expense	Grant Funds	Leveraged Funds	Total
Audit	Support admin cost of county protocols	\$25,000	\$0	\$25,000
		\$0	\$0	\$0
		\$0	\$0	\$0
<b>TOTAL (must not exceed \$25,000 in Grant Funds)</b>		<b>\$25,000</b>	<b>\$0</b>	<b>\$25,000</b>

**7b. Compliance Audit Narrative:**

The audit and compliance component of our program ensures adherence to all applicable regulations and standards by conducting regular internal audits and reviews. This process involves systematically evaluating financial records, operational procedures, and service delivery practices to ensure transparency, accountability, and alignment with federal, state, and local guidelines. We will implement a robust compliance framework, engage an independent auditor for annual reviews, and maintain detailed documentation to verify that all activities meet the required legal and ethical standards. Additionally, ongoing staff training on compliance requirements will be conducted to foster a culture of integrity and continuous improvement within the organization.

**8a. Other (Travel, Training, etc.)**

Description of Other (Travel, Training, etc.)	Calculation for Expense	Grant Funds	Leveraged Funds	Total
Travel	20,000 miles annually per staff over three years at the current IRS rate of \$0.67 per mile	\$281,400	\$0	\$281,400
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
<b>TOTAL</b>		<b>\$281,400</b>	<b>\$0</b>	<b>\$281,400</b>

**8b. Other (Travel, Training, etc.) Narrative:**

To effectively support our program's mission of assisting justice-involved veterans, we are requesting funding to cover essential travel and equipment expenses. Our travel budget accounts for mileage expenses for seven staff members, each traveling 25,000 miles annually over three years at the current IRS rate of \$0.67 per mile, totaling \$351,750. This travel is crucial for reaching veterans in diverse locations, including remote and underserved areas, ensuring they receive consistent and personalized support.

**9a. Indirect Costs**

For this grant program, indirect costs may be charged using only <u>one</u> of the two options below:		Grant Funds	Leveraged Funds	Total
1) Indirect costs not to exceed 10 percent (10%) of the total grant award. Applicable if the organization <b>does not have</b> a federally approved indirect cost rate.		\$50,000	\$0	\$50,000
<i>If using Option 1) grant funds allocated to Indirect Costs may not exceed:</i>		<i>\$788,750</i>		
2) Indirect costs not to exceed 20 percent (20%) of the total grant award. Applicable if the organization <b>has</b> a federally approved indirect cost rate. Amount claimed may not exceed the organization's federally approved indirect cost rate.		\$0	\$0	\$0
<i>If using Option 2) grant funds allocated to Indirect Costs may not exceed:</i>		<i>\$1,577,500</i>		
Please see instructions tab for additional information regarding Indirect Costs. If the amount exceeds the maximum allowed and/or turns red, please adjust it to not exceed the line-item noted.		<b>TOTAL</b>	<b>\$0</b>	<b>\$50,000</b>

**9b. Indirect Costs Narrative:**

Enter narrative here. You may expand row height if needed. If using a federally approved indirect cost rate, please include the rate in the narrative.

**APPENDIX A: PROPOSITION 47 GRANT PROGRAM SCORING PANEL ROSTER**

	<b>Name</b>	<b>Title/Organization</b>
1	Edgar Campos	Chief Advancement Officer / LA Promise Fund
2	Efrat Sharony	Criminal Justice Advocate & Consultant
3	Ellen McDonnell	Public Defender / Contra Costa Public Defenders
4	Jennifer Jennison	Chief Deputy Public Defender / Stanislaus County Public Defender
5	Jon Trochez	Administrative Deputy / LA County Public Defender
6	Mack Jenkins	Chief of the Criminal Division / U.S Attorney's Office Central District of California
7	Mary Green	Chief Investigator / Placer County District Attorney
8	Rachel Katz	Finance & Administration Director / California Pan-Ethnic Health Network

The Proposition 47 Request for Proposals (RFP) includes requirements that apply to non-governmental organizations (NGOs)<sup>1</sup> providing services with grant funds. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving any Proposition 47 funds. The RFP describes these requirements as follows:

Any non-governmental organization that receives Proposition 47 grant funds (as either a direct grantee, subgrantee, or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six (6) months prior to the effective date of its Proposition 47 Grant Agreement with the BSCC or with the start date of the grantee's subcontract agreement;
  - Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six (6) month date are also eligible, provided all necessary agreements have been executed and filed with the [California Secretary of State](#) prior to the start date of the Grant Agreement with the BSCC or the start date of the grantee's subcontract agreement;
- Be registered with the [California Secretary of State's Office](#), if applicable;
- Be registered with the [California Office of the Attorney General, Registry of Charitable Trusts](#), if applicable;
- Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have a valid business license, if applicable;
- Have no outstanding civil judgements or liens; and
- Have any other state or local licenses or certifications necessary to provide services requested (e.g., facility licensing by the Department of Health Care Services) if applicable.

#### Completing the NGO Assurance (next page)

1. Provide the name of Applicant Agency (the Grantee).
2. List all contracted parties (if known\*).
3. Check Yes or No to indicate if each contracted party meets the requirements.
4. Sign and submit with the proposal.

**\*Note:** If the name of the contracted party is unknown, write TBD in the "Name of Contracted Party" field and sign the document.

In addition to the administrative criteria listed above, any non-governmental, community-based organization that receives Proposition 47 grant funds must have a proven track records working with the target population and the capacity to support data collection and evaluation efforts.

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<sup>1</sup> Non-Governmental Organizations (NGOs) include community-based organizations, faith-based organizations, non-profit organizations/501(c)(3)s, for profit service providers, evaluators (except government institutions such as universities), grant management companies and any other non-governmental agency or individual.

NOTE: These criteria do not apply to government organizations (e.g., counties, cities, school districts, etc.).

<b>Name of Applicant: Riverside County Veterans' Services</b>			
<b>Name of Subcontracted Party</b>	<b>Address</b>	<b>Email/Phone</b>	<b>Meets All Requirements</b>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the Proposition 47 RFP. These records will be subject to the records and retention language found in the Standard Agreement. The BSCC will not reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

**A signature below is an assurance that all requirements listed above have been met.**

<b>AUTHORIZED SIGNATURE</b>			
<b>This document must be signed by the person who is authorized to sign the Grant Agreement.</b>			
<b>NAME OF AUTHORIZED OFFICER</b>	<b>TITLE</b>	<b>TELEPHONE NUMBER</b>	<b>EMAIL ADDRESS</b>
<b>STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>

**APPLICANT'S SIGNATURE (e-signature acceptable)**  
  
X

**DATE** Page 2 of 2



**Attachment I**  
HIPAA Business Associate Agreement  
Addendum to Contract

Between the County of Riverside and OOTTRR, INC.

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the agreement VSARC-95285-002-06/28 (the "Underlying Agreement") between the County of Riverside ("County") and OOTTRR, INC., ("Contractor") and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

**RECITALS**

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
  - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
    - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor

demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was actually acquired or viewed; and
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
  - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
  - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
  - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
  - D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
  - E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
  - F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
  - G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
  - H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
  - I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
  - J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
  - K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

**2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
  - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
  - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
    - a) The disclosure is required by law; or,
    - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
      - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
      - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
  - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
  - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
  - 1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
  - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
  - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
  - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
  - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
  - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
  - D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
  - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
  - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
  - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
  - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
  - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
  - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
  - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
  - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
  - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
  - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
  - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
  - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
    - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
    - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
    - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
  - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
  - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
  - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
  - E. Ensure compliance with the Security Rule by Contractor's workforce;
  - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
  - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
  - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
- 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
- 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
- a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
- b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
- c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
- d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
- e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
- f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be

construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.

- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
  - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability 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 Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- 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 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's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. 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.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.

D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
- 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
- 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. **Effect of Termination.**

- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. **General Provisions.**

A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.

B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.

C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
  - 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
  - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer:    HIPAA Privacy Manager  
 County HIPAA Privacy Officer Address:    26520 Cactus Avenue,  
                                                                                                                          Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6471



Date: Wednesday, April 29, 2026  
From: Adam French, Director  
To: Board of Supervisors  
Via: Toni Valerdi, Administrative Services Manager I, 951-955-3073  
Subject: Request for recovery-oriented housing services, community integration, case management services for justice involved veterans.

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source       Sole Source

Supporting Documents: indicate which are included in the request from the list below.

- Supplier Quote       Supplier Sole Source Letter       Final draft agreement  
 Final draft Form 11       H-11 approved by RCIT/TSOC       Grant Agreement  
 Other: \_\_\_\_\_ (i.e. CA Secretary of State Business Entity Information, Dept. of Justice Registration Conformation for non-profits, etc.)

1. Requested Supplier Name: OOTTRR, Inc. Supplier ID: 264160
- a. Describe the goods/service being requested: Recovery-oriented housing services, community integration, case management, and other critical support services for justice involved veterans.
- b. Explain the unique features of the goods/services being requested from this supplier: The services provided by this supplier are uniquely tailored to support veterans, active-duty service members, and reservists who are navigating challenges related to arrests, incarceration, mental health, and addiction. What sets them apart is their deep understanding of these issues, as the organization was founded by veterans who have personally experienced and overcome these same struggles. Their lived experience, combined with professional training in social work and social sciences, allows them to offer highly specialized guidance, resources, and advocacy. This approach ensures that their support is both comprehensive and empathetic, addressing the complex needs of service

members in crisis and fostering long-term recovery and reintegration. Furthermore, there is evidenced based research from the National Institute of Health, as well as Mental Health America that demonstrates service delivery from a lived experience is more impactful then from someone who is not familiar with providing these services using a peer support model.

- c. What are the operational benefits to your department? Partnering with OOTTRR, INC. supports our BSCC Prop 47 grant by enhancing our ability to provide targeted services to justice-involved veterans facing mental health and substance use challenges. Their expertise and experience ensure culturally competent, trauma-informed care that improves rehabilitation and reintegration outcomes. This collaboration strengthens our diversion efforts, reduces recidivism, and connects veterans with critical resources such as mental health treatment and housing assistance. Additionally, OOTTRR, INC.'s specialized focus, improves data collection and reporting, ensuring compliance with grant requirements. By leveraging their support, we can maximize the grant's impact and provide sustainable solutions for the veterans we serve.
- d. Provide details on any cost benefits/discounts. These services are provided under a state funded grant through the BSCC/Prop-47 grant which allows the veterans services department to provide these types of services to this vulnerable and underserved justice involved population.

2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

Yes                       No

- a. If yes, please explain why you are requesting to utilize an SSJ process? N/A

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? *(If yes, please provide the reviewed single or sole source tracking number).*

Yes SSJ# \_\_\_\_                       No

- a. What was the total annual and aggregate amount? N/A

4. Identify all costs for this requested in the table below:  
If review is for multiple years, all costs must be identified below:

Description:	FY 25/26 3/1/26-6/30/26	FY 26/27 7/1/26-6/30/27	FY 27/28 7/1/27-5/31/28	Total
One-time Costs:	N/A	N/A	N/A	N/A
Annual Costs	\$450,611.33	\$1,351,834	\$901,222.67	\$2,703,668
Other Costs:	N/A	N/A	N/A	N/A
<b>Total Costs</b>	\$450,611.33	\$1,351,834	\$901,222.67	<b>\$2,703,668</b>

Note: Insert additional rows as needed

5. Period of Performance: March 1, 2026 through May 31, 2028

Ratify Start Date (if applicable): March 1, 2026

Initial Term Start Date: 3/1/2026 End Date: 05/31/2028

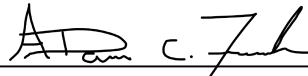
Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): N/A

Aggregate Term/End Date: FY 27/28 (May 31, 2028)

6. Projected Board of Supervisor Date (if applicable): May 12, 2026

**By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.**

Adam C. French



04/29/2026

Print Name

Department Head Signature  
(Executive Level Designee)

Date

PCS Reviewed:

Cheryl Chesnut



4/29/2026

Print Name

Signature

Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to [psolesource@rivco.org](mailto:psolesource@rivco.org), and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: \_\_\_\_\_

Not to exceed:

One-time \$ \_\_\_\_\_

Annual Amounts reflected in completed chart for Question #4

Total Cost \$ 2,703,668

Aggregate Amount \$ \_\_\_\_\_

<u>Stacy Orton</u>	<u>4/30/2026</u>	<u>26-157</u>
<b>Purchasing Agent Signature</b>	<b>Date</b>	<b>Tracking Number</b> (Reference on Purchasing Documents)