



REQUEST FOR PROPOSAL COARC-0018

Develop and Operate Homeless Emergency Crisis Stabilization Housing/Navigation Center

This RFP and any ensuing Addendums are available at the following links:
<https://rivcohhpws.org/continuum-care-division> and www.publicpurchase.com

**NOTE: BIDDERS ARE RESPONSIBLE TO READ ALL INFORMATION THAT IS
STATED IN THIS REQUEST FOR PROPOSAL AND PROVIDE A RESPONSE AS
REQUIRED**

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I. OVERVIEW AND BACKGROUND

The County of Riverside Department of Housing and Workforce Solutions (HWS) – Continuum of Care Division, is seeking proposals to identify **one entity** to: Develop and operate a housing navigation center that will contain crisis stabilization beds, and onsite supportive services for residents. The purpose of this RFP is to create a seamless system of homeless services; therefore, interested bidders must respond to both components of the RFP.

The County is open and willing to consider proposals that reimagine homeless crisis stabilization housing to homeless. The County seeks emphasis on housing placement and innovative supportive services to help homeless individuals get the assistance they need to successfully transition them away from homelessness. In addition, the County seeks a high level of engagement with city and county outreach teams to help build relationships and engagement within the homeless community to better understand long-term needs.

According to the 2023 Homeless Point in Time Count, the San Jacinto Valley- inclusive of the City of San Jacinto, the City of Hemet, and the surrounding Riverside County Unincorporated areas- is home to 395 unsheltered homeless persons. This proposal seeks to build 30-60 new beds by December 31, 2024. Operations will be continued until June 30, 2026.

II. ELIGIBLE APPLICANTS

To be eligible, bidder must meet the following conditions:

- a) Bidder shall be a non-profit organization with no less than five (5) years of experience working with chronically homeless persons related to housing and homeless services;
- b) Bidder shall have experience developing housing for homeless persons;
- c) Bidder shall have provided same or similar services for at least the last 24 months preceding the deadline for the submission of proposals;
- d) Bidder, its officers, and employees are not currently debarred or suspended from doing business with the Federal Government, State of California, or a local government;
- e) Bidder does not have unresolved current or past contract non-compliance, non- performance, suspension, termination, or other adverse audit finding with one or more funders in the

past five (5) years preceding the deadline for the submission of proposals;

- f) Provide the following skilled professionals to address the needs of our community: Housing Navigators (1:10 ratio), Behavioral Health Clinicians and Employment Counselors.
- g) Service expectations: In general, most of the navigation center programs and services should be available Monday through Friday during regular business hours but flexibility for weekend hours is encouraged to address the needs of the homeless population.
- h) Bidder must demonstrate project readiness and clearly show ability to complete the project by December 31, 2024.

III. FUNDING FOR SERVICES

On September 12, 2023, HWS received an award under the Encampment Resolution Program funding (ERF) in the amount of \$12 million. The Program is administered by the California Interagency Council on Homelessness (“Cal ICH”) in the Business, Consumer Services and Housing Agency (“Agency”). ERF provides one-time, competitive grant funds to Continuums of Care and / or Local Jurisdictions as defined below. To date, there have been two previous rounds of the Encampment Resolution Funding Program. This award is governed under the Lookback Disbursement in Round 3 of the ERF Program (“ERF-3-L”) and under Health and Safety Code section 50252.1(b). Under the authority of Chapter 7 of Part 1 of Division 31 of the California Health and Safety Code (sections 50250 et seq.), the Encampment Resolution Funding (ERF) Program was established to increase collaboration between Homeless Coordinating and Financing Council, local Jurisdictions, and Continuums of Care. The project will support cross-systems collaboration and service strategies to help people experiencing homelessness transition out of encampments and toward safe and stable housing. ERF program activities must comply with Housing First and Homeless Data Integration System (HDIS) data submission requirements. Pursuant to Welfare and Institutions Code (WIC) section 8256, all recipients of ERF funding shall comply with the core components of Housing First as defined in WIC section 8255. Funds available include \$2,400,000 for housing acquisition/housing development and \$1,742,124 for operation. Funds under ERF must be 50% expended by June 30, 2025; and 100% expended by June 30, 2026.

On July 11, 2023, HWS received approval from the Riverside County

Board of Supervisors (BOS) for the emergency resilience/shelter expansion projects through the American Rescue Act (ARPA) Coronavirus Relief fund. The BOS further authorized \$1,000,000 to be obligated for crisis stabilization housing projects in all cities and unincorporated areas of District 3. ARPA compliance and reporting guidelines shall be adhered to by bidder and can be found here: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds> . Pursuant to the Eligible Costs Timeframe: funds must cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024, as long as the award funds for the obligations incurred by December 31, 2024 are expended by December 31, 2026.

The total amount of ERF and ARPA funds available for the housing project combined is \$5,142,124.

Funding Source	Amount	Eligible Activity	Project Expenditure Deadline
ARPA	\$1,000,000	Capitol/Acquisition	December 31, 2024
ERF-3-L	\$2,400,000	Capitol/Acquisition	December 31, 2024
ERF-3-L	\$1,742,124	Shelter/Navigation Center Operations	June 30, 2026

This amount includes costs to identify an agency to develop and operate a housing navigation center that will contain crisis stabilization beds, and onsite supportive services for residents in and around the San Jacinto River bottom. . **The county is interested in housing projects that will be completed no later than December 31, 2024.**

IV.DESCRPTION OF SERVICES

The County is looking for flexible housing solutions that can serve as a housing navigation center that will contain crisis stabilization beds, and onsite supportive services for residents that will assist them to transition into long-term housing solutions. The County will consider scalable housing options to allow for expansion. Based on the aggressive project timeline set forth by ERF funding requirements, the County will consider capital projects including “turn-key” acquisitions and/or modular/mobile type structures that are quickly able to be erected and move-in ready within a year. The County seeks proposals that will provide 30-60 new beds by December 31, 2024. Operation of the housing/navigation center will be upon move-in date through June 30, 2026.

V. BIDDER'S RESPONSE

Bidder shall answer all questions below within their Proposal. All answers shall be easy for evaluators to find/view, therefore, the County recommends keeping the same format. Bidders' answers should be clear and concise and should not include "see enclosed manual".

1. Bidder must clearly demonstrate they meet minimum eligibility requirements of:
 - a) Five (5) years of experience working with chronically homeless persons related to housing and homeless services,
 - b) Demonstrate ability to and experience in development of housing including the ability to complete the project by December 31, 2024; and
 - c) Two (2) years of experience providing same or similar services.

Include experience and expertise on similar projects. Examples of work should be provided preferably for other government entities.

2. Include a description of qualifications, including business experience, project specific experience, company information including time the company has been in business, number of employees, identified project manager and team, detailing their experience working on similar projects. Include resumes of all key personnel performing the work.
3. **Homeless Navigation Center/ Crisis Stabilization/ Development/Acquisition:** Proposals shall provide an overview of the proposed project work plan. The proposal should provide a proposed schedule and milestones, as applicable. Proposal shall include the location(s) of navigation center within the city of San Jacinto, Hemet, or unincorporated San Jacinto/Hemet area. Bidder shall identify property address. **Housing/Navigation Center Operator:** Bidder shall include their plan to operate the crisis housing/navigation center. At minimum, include bidder's approach to provide crisis stabilization beds for homeless individuals, including:
 - a) Outreach and engagement methods for contacting homeless individuals. Including engaging with Count of Riverside outreach teams dedicated to the ERF San Jacinto Riverbed efforts to assist with

- housing placements and supportive services for their clients.
- b) Proposed supportive services, including but not limited to, case management, housing navigation, substance abuse treatment, and mental health services that will be provided.
 - c) Miscellaneous services to homeless individuals or innovative approaches related to the prevention of homelessness.
 - d) Accept referrals for housing through the Coordinated Entry System -HomeConnect and use the Homeless Management Information System (HMIS) to assess, intake and case manage program participants.
4. A price proposal must be provided that is not more than three (3) pages. This price proposal should indicate the overall fixed price for the project as well as hourly rates and an estimated total number of hours, should the County decide to award a contract on an hourly rate basis. Bidder shall use \$3,400,000 in Encampment Resolution Funding and ARPA funding to develop 30-60 bed emergency crisis housing/navigation center by December 31, 2024. Bidder shall use \$1,742,124 to operate emergency crisis housing/navigation center from move-in date through June 30, 2026. Bidder shall include plan to fund operations beyond June 30, 2026.
5. Eligible expenses shall include development costs for housing and operations of the project. Agreement shall not exceed \$5,142,124. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in this Section and in accordance with performance. Payments may be contingent upon certification of the Bidder's financial management system in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

The County may require more detailed budget information, and Bidder shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by County.

Costs for services provided shall be all-inclusive for each work

component/test necessary to complete the proposed work. Costs shall be all-inclusive and shall include, but not limited to, reimbursable, phone calls, reproduction beyond those identified herein, meetings beyond those listed herein (unless requested by the district), travel, mileage, lodging, materials, printing, mailing, faxing, indirect expenses, individual expenses, overhead, payroll, etc. The County will not be responsible for reimbursing Bidder for any charges not included in the Cost Summary that are incurred in securing these requirements and services.

6. If you have a standard set of terms and conditions, please submit them with your proposal. All terms and conditions will be subject to negotiation.
7. Proposals must be signed by a representative that is authorized to commit the bidder's company.
8. Please use the format below to comply with the bullet above;

SIGNED AUTHORIZATION AND CONTACT SHEET

1. Project Director:

Name:
Title:
Telephone:
Email:

2. Grant Administrator:

Name:
Title:
Telephone:
Email:

3. Contact Person for application, if different from Project Director:

Name:
Title:
Telephone:
Email:

The Authorized Official certifies that, the best of their knowledge and belief, the data in this application are true and correct. Additionally, the parties named above are authorized to apply on behalf of the agency:

Print Title:
Signature:
Date:

VI. TIMELINES/SCHEDULE OF EVENTS

#	Solicitation Event	Deadlines	Submission Information
1	Release of RFP	Monday, November 27, 2023	
2	Primary Contact		Raushanah Walker rwalker@rivco.org 951 – 203 – 4035
3	Non- Mandatory Bidder’s Workshop	Monday, December 4, 2023 2:00 pm -4:00 pm PST	Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 213 103 853 552 Passcode: kVhfLL Download Teams Join on the web Or call in (audio only) +1 951-465-8390 ,236955736# United States, Riverside Phone Conference ID: 236 955 736#
4	Last day to Submit Written Questions and Requests for Interpretations	Wednesday, December 20, 2023 by 5:00 pm PST	Bidders must submit their questions to CoC@rivco.org All questions submitted are located within the RFP are located on https://rivcohpws.org/continuum-care-division & www.publicpurchase.com
5	FAQs Posted	Wednesday, December 27, 2023 by 11:59 PM PST	Posted to website at https://rivcohpws.org/continuum-care-division & www.publicpurchase.com
6	Proposal Submission Due Date and Time	On or before Thursday, January 8, 2024, by 11:59 pm PST	CoC@rivco.org
7	TENTATIVE DATE FOR AWARDDING RFP	Approximately 30 to 60 days after the RFP closes.	The Bidders are responsible for checking the Purchasing website for notice of intent to award at: https://rivcohpws.org/continuum-care-division & www.publicpurchase.com

VII. CONTRACT TERM

The period of performance anticipated for this solicitation is effective upon signature of an Agreement by both parties, through June 30, 2026, unless terminated earlier. This agreement shall be based on mutually acceptable services, cost adjustments, and County requirements and there is no obligation by the County to purchase any specified amount of goods or services.

VIII. CONFIDENTIALITY AND PROPRIETY INFORMATION/DATA

Subsequent to the County's evaluation and proposals, which requires application submission in response to the solicitation process, applications become the exclusive property of the County. Upon submission of an Applicant's application, the submission and any pertaining documents is subject to the State of California Public Records Act. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Qualification marked "trade secret", "confidential", or "proprietary" the Applicant agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Where applicable, Federal regulations may take precedence over this language.

IX. INTERPRETATION OF SOLICITATION

The Applicant must make careful examination and understand all the requirements, specifications, and conditions stated in the solicitation. If any Applicant planning to submit an application finds discrepancies in or omissions from the solicitation, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County via email to the Primary HWS Contact as specified in Section 5. Any changes to the solicitation will be made only by written addendum and may be emailed. The County is not responsible for any other explanations or interpretations. If 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.

X. CONTRACTUAL DEVELOPMENT

If an application is accepted, the County will enter into a contractual agreement with the selected Contractor. **A sample of the standard Subrecipient Agreement is attached hereto as Attachment B** and incorporated herein to be used for this project. **A sample of the standard Capital Improvement Grant Agreement is attached hereto as Attachment C** and incorporated herein to be used for this project. If an agreement cannot be reached, negotiations with the next ranking Applicant shall commence.

XI. CANCELLATION OR MODIFICATION County may cancel the procurement process at any time. All applications become the property of the County. All information submitted in the application becomes “public record” as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the application, it must be clearly identified by the Applicant; otherwise, the Applicant agrees that all documents provided may be released to the public after contract award.

The procurement process may be canceled after opening, but prior to award if the County determines that cancellation is in the best interest of the County for reasons (but not limited to) such as:

1. Inadequate, ambiguous, or otherwise deficient specifications.
2. The services are no longer required.
3. Proposals received are at an unreasonable cost.
4. Proposal did not arrive in open competition, were collusive, or not submitted in good faith.
5. The County determines, after analysis of the proposals that its needs can be satisfied through a less expensive method.

The County reserves the right to amend or modify the project Scope of Services prior to the award of contract, as necessity may dictate, and to reject any applications hereunder. This solicitation does not commit the County to award a contract or to pay any costs incurred in the preparation of an application in response to this request. The County reserves the right to accept or reject any or all applications received because of this request, to negotiate with any qualified source or to cancel in part or in its entirety this solicitation if it is in the best interest of the County.

XII. COUNTY OBSERVED HOLIDAYS

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	Second Tuesday in February
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 10
*Thanksgiving Day	Fourth Thursday in November

* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

Note:

1. Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
2. Friday following Thanksgiving Day.
3. December 24th and 31st when they fall on Monday.
4. December 26th and January 2nd when they fall on Friday. Friday preceding January 1st, February 12th, July 4th, November 11th or December 25th, when such date falls on Saturday, the Monday following such date when such date falls on a Sunday

XIII. EVALUATION PROCESS

Applications will be evaluated based on the following criteria, which may include, but not necessarily limited to the following:

1. Minimum Experience of Applicant, Subrecipient(s), and Other Partners
2. Technical Proposal
3. Overall best value to the County
4. Any other factors the County determines to be appropriate

Applications will be given thorough review. All communication during the application process and review selection phase may be directed to the primary contact. Attempts by the Applicant to contact any other County representative may result in disqualification of the Applicant's application to this or any other solicitation.

All evaluation material will be considered confidential and not released by the County. The County reserves the right to split or make the award that is most advantageous to the County.

XIV. PERFORMANCE MONITORING

The County of Riverside's Housing and Workforce Solutions Department will monitor the performance of the Bidder against goals and performance standards as stated above and in the Agreement. Substandard performance as determined by the County shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Bidder within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

XV. ADMINISTRATIVE REQUIREMENTS

1. Accounting Standards
 - a. The Bidder agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
 - b. Cost Principles: The Bidder shall administer its program in conformance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
2. Documentation and Record Keeping
 - a. The Bidder shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:
 - i. Records providing a full description of each activity undertaken;
 - ii. Records demonstrating that each activity undertaken complies with the guidelines of the Riverside County Nonprofit Assistance Fund;
 - iii. Applications submitted requesting funding under the Riverside County Nonprofit Assistance Fund;
 - iv. Records required to determine the eligibility of nonprofits including IRS designations; operating in good standing with the State of California, and valid programming; and
 - v. Financial records as required by 2 CFR 200
3. Records Retention
 - a. The Bidder shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the three- year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.
4. Assisted Nonprofit Data

- a. The Bidder shall maintain data demonstrating eligibility for all nonprofit organizations assisted. Such data shall include, but not be limited to, organization name, location, service area (e.g., city, County-wide, southwest County, etc.), and type of nonprofit (e.g., food pantry, health care, senior programs, youth, counselling, etc.) for all organizations applying for assistance.

5. Disclosure

- a. The Bidder understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Bidder's responsibilities with respect to services provided under this contract, is prohibited by applicable federal and State law unless written consent is obtained from such persons receiving service.

6. Close-outs

- a. The Bidder's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Bidder has control over Riverside County Nonprofit Assistance Fund, including program income.

7. Audits & Inspections

- a. All Bidders records with respect to any matters covered by this Agreement shall be made available to the County, the Controller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Bidder. Failure of the Bidder to comply with the above audit requirements will constitute a violation of this contract

and may result in the withholding of future payments. The Bidder hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Bidder audits, the Single Audit Act, and the Office of Management and Budget (OMB) Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

8. Bidder Special Conditions/Performance Requirements:

1. Bidder shall complete and maintain detailed records of ARPA Funds and shall submit records to County upon request.
2. Bidder shall maintain and submit to the County detailed records of every expense incurred in carrying out the project and shall submit to the County upon request.
3. Bidder shall submit to County by the 20th of each month expenditure reports during the previous month.

The County of Riverside Purchasing Department on behalf of the Department of Housing and Workforce Solutions is soliciting proposals from qualified agency to Develop and Operate Homeless Emergency Crisis Stabilization Housing/Navigation Center in accordance with the terms and conditions herein.

There will be a non-mandatory bidder's Workshop meeting on:

Date: Monday, December 4, 2023, Time: 2:00 p.m.

Location:

Microsoft Teams meeting

[Join on your computer, mobile app or room device](#)

[Click here to join the meeting](#)

Meeting ID: 213 103 853 552

Passcode: kVhfLL

[Download Teams | Join on the web](#)

[Or call in \(audio only\)](#)

+1 951-465-8390,,236955736# United States, Riverside

Phone Conference ID: 236 955 736#

Bid Closing Date: Monday, January 8, 2024, no later than 11:59pm

*****Proposals received after 11:59 P.M. on 01/08/2024 will not be accepted**

EXHIBIT A

COMPLIANCE AND REPORTING GUIDE STAND AND LOCAL FISCAL RECOVERY FUNDS

ENCAMPMENT RESOLUTION FUNDING PROGRAM

EXHIBIT B

GENERAL APPLICATION REQUIREMENTS

Applications shall be submitted in accordance with the standards and specifications contained within this solicitation.

- 1) The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the application.
- 2) The County shall not pay any costs incurred or associated in the preparation of this or any application or for participation in the procurement process.
- 3) Modification of application, any Applicant that wishes to make modifications to an application already received by the County must withdraw Applicant's application in order to make the modifications. All modifications must be made in ink or tracked changes, properly initialed by Applicant's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Applicant to ensure that modified application is resubmitted before the solicitation submittal deadline.
- 4) Applicant may withdraw their application at any time prior to the due date and time by submitting notification of withdrawal signed by the Applicant's authorized agent. Applicant cannot be changed or modified after the date and time designated for receipt.
- 5) Late applications will not be accepted. Proposals submitted to any other County office will be rejected and not accepted.
- 6) Faxed, mailed, hand delivered application will not be accepted.
- 7) The application shall be concise and to the point.
- 8) **Pricing/Delivery/Terms/Tax:** All pricing shall be quoted F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax, which is a separate line item. The County reserves the right to designate method of freight. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
- 9) **Other Terms and Conditions** - The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the Purchasing website at www.Purchasing.co.riverside.ca.us or by contacting Riverside County Purchasing at the number shown above and requesting a copy faxed, or emailed.
- 10) **Period of Firm Pricing** - Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after the closing date, and prior to an award being made.
- 11) **Specification/Changes:** Wherever brand names are used, the words "or equal" shall be considered to appear and be a part of the specification. If you are quoting another make or model, cross out our nomenclature and insert yours. If no make or model is stipulated, insert yours. Attach applicable specifications and/or brochures. Variations in manufacturers, design, etc., may be acceptable,

Applicant is encouraged to offer them as alternatives; however, the County reserves the right to reject those alternatives as nonresponsive.

- 12) Recycled Material:** Wherever possible, the County is looking for items made from, or containing in part, recycled material. Applicant is encouraged to use items containing recycled material as an alternative for the items specified; however, the County reserves the right to reject those alternatives as nonresponsive.
- 13) Method of Award:** The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
- 14) Federal Exclusion List:** If federally or State funded, the potential bidder must go to the following website (<https://www.sam.gov/portal/public/SAM>) and submit a printout with their proposal that verifies that the contractor is not listed on the Excluded Parties Listing System (EPLS) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). If awarded a contract, awarded vendor must notify the County immediately if debarred at any time during the contract period.

EXHIBIT C

REQUEST FOR PROPOSAL (RFP) COARC-0018

**New Homeless Emergency Crisis
 Stabilization Housing/Navigation Center Projects**

“Summary of Factors and Points”

Criterion	Points
<p>Project Readiness (40 Points): Project readiness points will be awarded based on the following criteria:</p> <ul style="list-style-type: none"> • Projects applying for competitive funding such as 9% tax credits, 4% tax credits, MHP, etc., must provide a detailed analysis demonstrating how the project will compete for competitive funding applying for to the local, State or Federal government in order to obtain full readiness points in this category by: <ul style="list-style-type: none"> ○ ARPA Project Expenditure Deadline: December 31, 2024 ○ ERF-3L Project Expenditure Deadline: June 30, 2026 • Evidence of site control (Grant Deed, DDA, Purchase and Sale Agreement or Ground Lease) • Evidence that all City, County, State and Federal construction and permanent financing funds have been committed (i.e. loan agreement, award letter, or resolution). • Evidence of Entitlements. If project is being approved through provisions of SB35, AB 2011, AB 2162, or if it is CEQA exempt please provide a letter of determination from the City that the project meets the requirements of such an exemption. <ul style="list-style-type: none"> ○ Projects already entitled will receive full points ○ Projects who will be fully entitled within 6 months from award will receive 10 points with letter from agency approving project entitlements with detailed timeline for approval process. ○ Projects not able to obtain full entitlements within 6 months will receive 0 points for this section. 	<p>40(possible points)</p> <p>10 points</p> <p>10 points</p> <p>5 points</p> <p>5 points</p> <p>5 points</p> <p>20 points</p> <p>20 points</p> <p>10 points</p> <p>0 points</p>

<p>Evidence of services or wrap around services (30 Points): points will be awarded based on the following criteria:</p> <p>In order to receive full 30 points must have MOUs or letters or commitment from service providers who have experience in the County of Riverside. Services must be provided to residents for term of ARPA and ERF.</p> <p>Examples of services or wrap around services:</p> <ul style="list-style-type: none"> • Case management minimum of 1 full time case manager; • Mental health care and wellness programs, such as assessments, crisis counseling, individual and group therapy, and peer support groups, substance use services, such as treatment, relapse prevention, and peer support groups, support in linking to physical care, including access to routing and preventative health and dental care, medication management, and wellness services; <ul style="list-style-type: none"> 300 hours of services per year 100 hours of services per year • Instructor-led adult educational, job training or placement services or skill building classes where there is a reasonable exception of leading to self-sufficiency. Includes, but is not limited to: Financial literacy, computer training, home-buyer education, GED classes, and resume building classes, ESL, nutrition class, exercise class, health information/awareness, art class, parenting class, on-site food cultivation and preparation classes, and smoking cessation classes, benefits counseling and advocacy, including assistance in accessing SSI/SSP, enrolling in Medi-Cal, basic housing retention skills (such as Unit maintenance and upkeep, cooking, laundry, and money management); <ul style="list-style-type: none"> 200 hours of instruction per year 84 hours of instruction per year <p>** Projects requesting 25% or more of their total units must provide evidence of a robust service plan <u>and</u> MOUs with service providers who have experience providing wrap around services in the County of Riverside. Scoring in service section will be considered threshold items when requesting 25% or more of total units, if MOUs are not provided proposal will be automatically disqualified. If all services are provided for highest level of hours, full 30 points will be awarded. Services will be monitored for the term of the ARPA and ERF programs, failure to provide services through term can be cause for termination of ARPA and ERF funding.</p>	<p>30(possible points)</p> <p>10 points</p> <p>10 points</p> <p>10 points</p> <p>5 points</p> <p>10 points</p> <p>10 points</p> <p>5 points</p>
<p>Deconcentration of Poverty (10 points): Proposed Projects must be located in a census tract with a poverty rate of no more than 20%. An exception to this requirement is possible if certain conditions exist, i.e. there has been an overall decline in the poverty rate over the last 5 years; the area is undergoing significant revitalization, or new market rate units are being developed that would positively impact the poverty rate. All evidence must use project's census tract. (See 24 CFR</p>	<p>10</p>

<p>Section 983.57 Site Selection Standards). Evidence of the Poverty Rate and/or decrease of the poverty rate must be provided with the proposal using the HCV Tool found at: https://www.huduser.gov/portal/maps/hcv/home.html. A letter of support for the project from the city confirming significant revitalization and steady decline in the poverty rate for the assigned census tract, must also be included.</p>	
<p>California Tax Credit Allocation Committee Opportunity Areas (15 points):</p> <p>15 points Projects located within a CTCAC Highest Resource opportunity area.</p> <p>10 points Projects located within a CTCAC High Resource opportunity area</p> <p>A map can be found via the following link: https://www.treasurer.ca.gov/ctcac/opportunity.asp</p>	<p>15</p>
<p>Total Possible Points:</p>	<p>95</p>

<p>PROPOSAL EVALUATION:</p>
<p>Evaluation Factors: The factors and points allotted that are listed in EXHIBIT C will be utilized by HWS to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal as attached herein.</p>
<p>Evaluation Method:</p> <p>1. Initial Evaluation for Responsiveness: Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). HWS reserves the right to reject any proposals deemed by HWS not minimally responsive (HWS will notify such firms in writing of any such rejection).</p> <p>2. Evaluation Packet for Proposals Deemed Responsive: Internally, an evaluation packet will be prepared for each evaluator, including the following documents:</p> <ul style="list-style-type: none"> 2.1 Instructions to Evaluators; 2.2 Proposal Tabulation Form; 2.3 Written Narrative Justification Form for each proposer; 2.4 Recap of each proposer’s responsiveness; 2.5 Copy of all pertinent RFP documents.

Evaluation Committee: HWS anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 3.5 of this document, the designated CO is the only person at HWS that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

Evaluation: The selection criteria set forth in Attachment A, incorporated herein by this reference, will be used by HWS to rank and select proposals for this Project-based voucher Program. Each criterion is comprised of several components with an associated point value. The total points awarded to a proposal will be the aggregate of the component subtotals for each factor. This selection provides both a summary and details of the factors and point values.

Ties: In the case of a tied score between two or more proposals, the following factor will be considered to determine the proposal to be scored highest: The project that scores the highest in project readiness points. For 9% projects, the tax credit tie-breaker will be taken into consideration. For 4% projects or other competitive funding, the project that demonstrates it can secure the competitive funding in the form of a detailed analysis will be taken into consideration.

Notice of Results of Evaluation: If a proposal is selected, all proposers will receive by e-mail a notification of successful award or a denial of proposal. Such notice shall also inform all proposers of the following:

1. Which proposers received the award;
2. Where each proposer placed in the process as a result of the evaluation of the proposals received;
3. The cost or financial offers received from each proposer;
4. Each proposer's right to a debriefing and to protest.

Proposal Protest: Any prospective or actual proposer, who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. To be eligible to file a protest with the HWS pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective proposer (i.e. registered, downloaded and received the RFP documents) when the alleged situation occurred. The alleged aggrieved protestant must file, in writing, to HWS the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by HWS or condition is being protested as inequitable, making, where appropriate specific reference to the RFP documents issued and including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve HWS from any responsibility to take any corrective action, and as a result of noncompliance, the appeal will be dismissed without further review. HWS has no obligation to consider a protest filed by any party that does not meet these criteria. Any protest against a solicitation must be received before the due date for the receipt of proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the successful proposer receives notice of the contract award, or the protest will not be considered. All proposal protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his/her sole discretion, suspend the

procurement pending resolution of the protest if the facts presented so warrant. All appeals shall be marked as follows and sent to the address listed below:

APPEAL OF RFP COARC-0018
Department of Housing and Workforce Solution (HWS)
Attn: Raushanah Walker, Supervising Development Specialist
3403 Tenth St, Suite 300, Riverside, CA 92501

Restrictions: All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on HWS evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the HWS evaluation committee.

EXHIBIT D

SAMPLE AGREEMENT

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

and

[AGENCY NAME]

Subrecipient Agreement for the

Encampment Resolution Funding (ERF) Program

[PROJECT NAME]

[CONTRACT NUMBER]



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.



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Attachment V – ERF-3-L Supporting Documentation Instructions

Attachment VI – HMIS Participating Agency Agreement

Attachment VII – ERF-3-L Time/Activity Report

Attachment VIII – Standard Agreement No. 23-ERF-3-L-00003

This Subrecipient Agreement for the Shelter and Services Program (herein referred to as “Agreement”) is made and entered into this _____ day of _____, 2023, by and between [AGENCY NAME], a nonprofit corporation ([“AGENCY ACRONYM”]) (herein referred to as “SUBRECIPIENT”) and the County of Riverside, a political subdivision of the State of California, by and through its Department of Housing and Workforce Solutions (herein referred to as “COUNTY”).

WHEREAS, on September 12, 2023, HWS received an award under the Encampment Resolution Funding (ERF) Program in the amount of \$12 million. The Program is administered by the California Interagency Council on Homelessness (“Cal ICH”) in the Business, Consumer Services and Housing Agency (“Agency”). ERF provides one-time, competitive grant funds to Continuums of Care and / or Local Jurisdictions as defined below. To date, there have been two previous rounds of the Encampment Resolution Funding Program. This award is governed under the Lookback Disbursement in Round 3 of the ERF Program (“ERF-3-L”) and under Health and Safety Code section 50252.1(b). Under the authority of Chapter 7 of Part 1 of Division 31 of the California Health and Safety Code (sections 50250 et seq.), the Encampment Resolution Funding (ERF) Program was established to increase collaboration between Homeless Coordinating and Financing Council, local Jurisdictions, and Continuums of Care.

WHEREAS, the project will support cross-systems collaboration and service strategies to help people experiencing homelessness transition out of encampments and toward safe and stable housing; and,

WHEREAS, Cal ICH awarded COUNTY \$2,400,000 in funding for housing acquisition/housing development and \$1,742,124 for operation. Funds under ERF must be 50% expended by June 30, 2025; and 100% expended by June 30, 2026; and,

WHEREAS, the COUNTY desires to contract with SUBRECIPIENT for eligible uses of ERF-3-L funds that must comply with Housing First and Homeless Data Integration System (HDIS) data submission requirements. Pursuant to Welfare and Institutions Code (WIC) section 8256, all recipients of ERF funding shall comply with the core components of Housing First as defined in WIC section 8255; and,

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

- A. “Administrative Entity” means a unit of general purpose local government (city, county or a city that is also a county) or nonprofit organization that has previously administered federal Department of Housing and Urban Development Continuum of Care funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations that has been designated by its Continuum of Care to administer ERF-3-L Program funds.
- B. “Budget Amendment” means any change affecting the overall total grant amount awarded that may or may not affect the scope of work.
- C. “Budget Modification” means any change on the dollar amounts of budget line items without any change on the overall total grant amount awarded of this agreement.
- D. “Cal ICH means the California Interagency Council on Homelessness in the Business, Consumer Services and Housing Agency.

- E. "CES" means the Riverside County Coordinated Entry System that serves to prioritize Homeless individuals according to longest length of homelessness and greatest service needs.
- F. "CES Lead Agency" or "HomeConnect" means the County of Riverside's Coordinated Entry System Lead Agency responsible for facilitating the coordination and management of resources and services through Riverside County's crisis response system.
- G. "COUNTY" or "HWS" means the County of Riverside and its Housing and Workforce Solutions Department, which has administrative responsibility for this Agreement. HWS and COUNTY are used interchangeably in this Agreement.
- H. "ERF-3-L" or "Program" means Round 3 of the Encampment Resolution Funding Program. ERF and Program are used interchangeably in this Agreement.
- I. "Expend" or "Expended" means all ERF-3-L funds Obligated under this Agreement or Subcontract have been fully paid and receipted, and no invoices remain outstanding.
- J. "Expend" or "Expended" means all ERF-3-L funds Obligated under this Agreement or Subcontract have been fully paid and receipted, and no invoices remain outstanding.
- K. "HMIS" means the Riverside County Homeless Management Information System.
- L. "Obligate" or "Obligated" means that the SUBRECIPIENT has placed orders, awarded contracts, received services, or entered into similar transactions that require payment from the ERF-3-L funds allocated to SUBRECIPIENT pursuant to this Agreement.
- M. "Participant(s)" refers to individual(s) who receive services funded by this Agreement.
- N. "RFP" means a Riverside County Request for Proposal.
- O. "Subcontract" means to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the SUBRECIPIENT with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- P. "SUBRECIPIENT" means [AGENCY NAME], including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and [AGENCY NAME] are used interchangeably in this Agreement.
- Q. "Target Population" means any person who is Homeless as defined in this Agreement.

2. DESCRIPTION OF SERVICES

- A. SUBRECIPIENT shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services.
- B. SUBRECIPIENT represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. SUBRECIPIENT 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.

- C. SUBRECIPIENT affirms that it is fully apprised of all of the work to be performed under this Agreement and SUBRECIPIENT agrees it can properly perform this work at the prices stated in Schedule A. SUBRECIPIENT is not to perform services or provide products outside of this Agreement.
- D. Acceptance by COUNTY of the SUBRECIPIENT's performance under this Agreement does not operate as a release of SUBRECIPIENT's responsibility for full compliance with the terms of this Agreement.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective upon signature by both parties ("Effective Date") and continues in effect through **June 30, 2026**, unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter until the end of the period of performance. COUNTY and SUBRECIPIENT agree that all services provided to the Target Population are estimated to be fully performed by [DATE]. The estimated end date for full performance of all services provided to the Target Population may be extended to a date as needed by the parties with written approval from HWS, on the condition that all funds are Expended by the County Expenditure Deadline set forth in Section A.5 of Schedule A.

4. COMPENSATION

COUNTY shall pay SUBRECIPIENT for services performed, products provided, and expenses incurred in accordance with the terms of Schedule A, Payment Provisions. COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this Agreement. One hundred percent (100%) of **ERF-3-L** funds allocated to SUBRECIPIENT, pursuant to this Agreement, shall be Expended by the County Expenditure Deadline set forth in Section A.5 of Schedule A. Any **ERF-3-L** funds paid to SUBRECIPIENT, but not Expended pursuant to this Agreement by the County Expenditure Deadline or termination of this Agreement, whichever is sooner, shall be returned to COUNTY within five (5) business days.

5. FUNDING REQUIREMENTS

A. In signing this Agreement and thereby accepting the **ERF-3-L** funds hereunder, SUBRECIPIENT agrees to comply with all terms and conditions of this Agreement. and all applicable conditions set forth in the Standard Agreement No. **23-ERF-3-L-00003** between COUNTY and Cal ICH, as a subrecipient/subgrantee of COUNTY. The Standard Agreement No. **23-ERF-3-L-00003** between COUNTY and Cal ICH ("Standard Agreement") is attached hereto and incorporated herein as Attachment VIII. SUBRECIPIENT also agrees to cooperate with COUNTY and provide necessary information to ensure funding and reporting obligations are met under the Standard Agreement.

B. As a condition of funding, SUBRECIPIENT shall:

1. Perform the work in accordance with federal, state, and local housing and building codes as applicable.
2. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
3. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm, or

corporation who may be injured or damaged by COUNTY, SUBRECIPIENT, or any subcontractor, in performing the work or any part of it.

4. Agree to include all the terms of this Agreement, including the applicable Standard Agreement(s) in each subcontract.

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

7. **TERMINATION FOR CONVENIENCE**
 - A. COUNTY may terminate this Agreement without cause by giving thirty (30) days written notice served on SUBRECIPIENT stating the extent and effective date of termination.
 - B. After receipt of the notice of termination, SUBRECIPIENT shall:
 - (1) Stop all work under this Agreement on the date specified in the notice of termination; and
 - (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.
 - C. After termination, COUNTY shall make payment only for SUBRECIPIENT's performance up to the date of termination in accordance with this Agreement.
 - D. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

8. **TERMINATION FOR CAUSE**
 - A. COUNTY may, at any time, upon five (5) days written notice, terminate this Agreement for cause, if SUBRECIPIENT refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. Cause shall include, but is not limited to:
 - (1) SUBRECIPIENT's failure to comply with the terms or conditions of this Agreement;
 - (2) use of, or permitting the use of ERF-3-L funds provided under this Agreement for any ineligible activities;
 - (3) any failure to comply with the deadlines set forth in this Agreement;
 - (4) violation of any federal or state laws or regulations; or

(5) withdrawal of Cal ICH's expenditure authority.

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

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

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

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

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

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

9. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this Agreement must be in writing and signed by the authorized representatives of the parties. 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 enforcing the terms of this Agreement.

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

SUBRECIPIENT agrees that all materials, reports, or products, in any form including electronic, created by SUBRECIPIENT for which SUBRECIPIENT has been compensated by COUNTY pursuant to this Agreement shall be the sole property of COUNTY. The material, reports or products may be used by the COUNTY for any purpose that COUNTY deems appropriate, including but not limited to, duplication and/or distribution within COUNTY or to third parties.

SUBRECIPIENT agrees not to release or circulate, in whole or in part, such materials, reports, or products without prior written authorization of COUNTY.

11. CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST

- A. SUBRECIPIENT covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with SUBRECIPIENT's performance under this Agreement. SUBRECIPIENT further covenants that no person or subcontractor having any such interest shall be employed or retained by SUBRECIPIENT under this Agreement. SUBRECIPIENT agrees to inform the COUNTY of all SUBRECIPIENT's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.
- B. SUBRECIPIENT shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom SUBRECIPIENT is doing business or proposing to do business, in fulfilling this Agreement.
- C. SUBRECIPIENT or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.
- D. SUBRECIPIENT and its employees shall comply with all applicable provisions of federal and state laws pertaining to conflict of interests, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq., Government Code section 1090, and Public Contract Code sections 10410 and 10411.

12. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting SUBRECIPIENT performance through any combination of on-site visits, inspections, evaluations, and SUBRECIPIENT self-monitoring. SUBRECIPIENT shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items. SUBRECIPIENT shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate SUBRECIPIENT's performance at any time, upon reasonable notice to the SUBRECIPIENT.
- B. SUBRECIPIENT agrees that COUNTY, Cal ICH, or their designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. SUBRECIPIENT agrees to provide COUNTY, Cal ICH, or their designees, with any relevant information requested. SUBRECIPIENT agrees to permit COUNTY, Cal ICH, or their designees, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), ERF-3-L program guidance document published on the website, and this Agreement. SUBRECIPIENT further agrees to retain all

records described in this paragraph for a minimum of five (5) years after the termination of this Agreement. If any litigation, claim negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

- C. COUNTY reserves the right to perform or cause to be performed a financial audit. At COUNTY's request, the SUBRECIPIENT shall provide, at SUBRECIPIENT's own expense, a financial audit prepared by a certified public accountant. ERF-3-L administrative funds may be used to fund this expense.
- (1) If a financial audit is required by COUNTY, the audit shall be performed by an independent certified public accountant.
 - (2) The SUBRECIPIENT shall notify COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by COUNTY to the independent auditor's working papers.
 - (3) The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.
 - (4) If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to COUNTY for each finding within ninety (90) days from the date of the audit finding report.

13. CONFIDENTIALITY

- A. SUBRECIPIENT shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; 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.
- B. SUBRECIPIENT shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement. SUBRECIPIENT shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. SUBRECIPIENT shall not use such information for any purpose other than carrying out SUBRECIPIENT's obligations under this Agreement. SUBRECIPIENT shall comply with Welfare and Institutions Code section 10850.
- C. SUBRECIPIENT shall take special precautions, including but not limited to, sufficient training of SUBRECIPIENT's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- D. SUBRECIPIENT shall promptly transmit to COUNTY all third-party requests for disclosure of confidential information. SUBRECIPIENT shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

14. PERSONALLY IDENTIFIABLE INFORMATION

- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and SUBRECIPIENT may collect PII for such purposes, to the extent such activities are authorized by law.
 - B. SUBRECIPIENT may use or disclose PII only to perform functions, activities, or services directly related to the administration of programs or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the client, are allowable. Any other use or disclosure of PII requires the express approval in writing by COUNTY. SUBRECIPIENT shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.
 - C. SUBRECIPIENT agrees to the PII Privacy and Security Standards attached hereto and incorporated herein as Attachment II. When applicable, SUBRECIPIENT shall incorporate the relevant provisions of Attachment II into each subcontract or sub-award to subcontractors.
15. HOLD HARMLESS/INDEMNIFICATION
- A. SUBRECIPIENT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of SUBRECIPIENT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. SUBRECIPIENT shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.
 - B. With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their own choice, subject to the approval of COUNTY which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUBRECIPIENT indemnification to Indemnitees as set forth herein.
 - C. SUBRECIPIENT's obligation hereunder shall be satisfied when SUBRECIPIENT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
 - D. The specified insurance limits required in this Agreement shall in no way limit or circumscribe SUBRECIPIENT's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.
16. INSURANCE
- A. Without limiting or diminishing SUBRECIPIENT's obligation to indemnify or hold COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole

cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- C. SUBRECIPIENT's must declare its insurance self-insured retentions for each coverage required herein. If any such self-insured retentions exceed \$500,000 per occurrence each such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, SUBRECIPIENT's carriers shall either 1) reduce or eliminate such self-insured retention as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. SUBRECIPIENT shall cause SUBRECIPIENT's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, 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) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. SUBRECIPIENT shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the certificate of insurance.
- E. It is understood and agreed to by the parties hereto that SUBRECIPIENT's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work, or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance

coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT has become inadequate.

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

17. WORKERS' COMPENSATION

If SUBRECIPIENT has employees as defined by the State of California, SUBRECIPIENT 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.

18. VEHICLE LIABILITY

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

19. COMMERCIAL GENERAL LIABILITY

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

19.1 SEXUAL ABUSE OR MOLESTATION LIABILITY

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

20. PROFESSIONAL LIABILITY

If, at any time during the duration of this Agreement and any renewal or extension thereof, the SUBRECIPIENT, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the SUBRECIPIENT shall maintain Professional Liability Insurance providing coverage for the SUBRECIPIENT's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If SUBRECIPIENT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and

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

21. INDEPENDENT CONTRACTOR

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

22. USE BY OTHER POLITICAL ENTITIES

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

23. NO DEBARMENT OR SUSPENSION

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

24. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

SUBRECIPIENT agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the **ERF-3-L** program, the COUNTY, its subcontractors, and all eligible activities. SUBRECIPIENT 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 SUBRECIPIENT shall comply with the more restrictive law or regulation.

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

25. INSPECTIONS

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

26. CORE COMPONENTS OF HOUSING FIRST

SUBRECIPIENT shall ensure that any housing-related activities funded with ERF-3-L funds, including, but not limited to, emergency shelter, rapid re-housing, Rental Assistance, and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institutions Code Section 8255(b).

27. EMPLOYMENT PRACTICES

- A. SUBRECIPIENT and its subcontractors shall comply with all federal and state statutes and regulations in the hiring of its employees.
- B. During the performance of this Agreement, SUBRECIPIENT and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. SUBRECIPIENT and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. SUBRECIPIENT and its subcontractors shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code § 12900 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139.5). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. SUBRECIPIENT 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.

- C. In the provision of benefits, SUBRECIPIENT and its subcontractors shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.
- D. By signing this Agreement or accepting funds under this Agreement, SUBRECIPIENT and its subcontractors shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

28. CHILD SUPPORT COMPLIANCE ACT

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

29. DRUG FREE WORKPLACE CERTIFICATION

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

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

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

30. PERSONNEL

- A. Upon request by COUNTY, SUBRECIPIENT agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:
 - (1) All staff who work full or part-time positions by title, including volunteer positions;
 - (2) A brief description of the functions of each position and hours each position worked; and
 - (3) The professional degree, if applicable and experience required for each position.
- B. COUNTY has the sole discretion to approve or not approve any person on the SUBRECIPIENT's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. COUNTY shall notify SUBRECIPIENT in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, SUBRECIPIENT shall immediately remove that person from providing services under this Agreement.
- C. Background Checks
SUBRECIPIENT shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to clients, SUBRECIPIENT shall have received criminal background records check from the State of California Department of Justice (DOJ). A signed certification of such criminal background record check and, as appropriate, a signed justification and clearance from Contractor or Designee demonstrating fitness to perform duties shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.

31. SUBCONTRACTS

- A. No contract shall be made by the SUBRECIPIENT with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the

SUBRECIPIENT and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

- B. SUBRECIPIENT shall not enter into any Subcontract with any subcontractor who:
- (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
 - (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud; a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; and
 - (4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
- C. SUBRECIPIENT shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
- D. SUBRECIPIENT shall insert clauses in all Subcontracts to bind its subcontractors to the terms and conditions of this Agreement.
- E. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of SUBRECIPIENT and COUNTY.
- F. In the event that SUBRECIPIENT enters into Subcontracts with subcontractors, as provided herein, SUBRECIPIENT shall Expend one hundred percent (100%) of **ERF-3-L** funds by the County Expenditure Deadline set forth in Section A,5 of Schedule A.

32. SUPPLANTATION

SUBRECIPIENT shall not use **ERF-3-L** funds under this Agreement to supplant any existing local funds for **Shelter and Services Program**. SUBRECIPIENT shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue. SUBRECIPIENT agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of COUNTY.

33. ASSIGNMENT

SUBRECIPIENT shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY and a formal amendment to this Agreement to affect such delegation or assignment. Any attempt to delegate or assign any interest herein without the prior written consent of COUNTY shall be deemed void and of no force or effect.

34. 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.

35. GOVERNING LAW

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

36. DISPUTES

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

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

37. ADMINISTRATIVE/CONTRACT LIAISON

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

38. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

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

B. Client Complaints

SUBRECIPIENT shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from COUNTY of a complaint with respect to any alleged discrimination in the provision of services by SUBRECIPIENT's personnel.

Civil Rights Complaints should be referred to:

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

C. Services, Benefits and Facilities

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

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

D. Cultural Competency

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

39. 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 three (3) business days after their deposit in the United States mail, postage prepaid:

HWS:

For Agreement, Program, Invoices and other financial document issues:
County of Riverside
Department of Housing and Workforce Solutions
3403 10th Street, Suite 300
Riverside CA, 92501

SUBRECIPIENT:

[AGENCY NAME]
[ADDRESS]
[CITY, CA ZIPCODE]

40. SIGNED IN COUNTERPARTS

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

41. ELECTRONIC SIGNATURES

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

42. MODIFICATION OF TERMS

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

43. ENTIRE AGREEMENT

This Agreement, including any schedules, attachments, or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations, proposals, discussions, and communications, whether oral or in writing.

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

Authorized Signature for SUBRECIPIENT:	Authorized Signature for COUNTY:
Printed Name of Person Signing: [NAME]	Printed Name of Person Signing: Heidi Marshall
Title: [TITLE]	Title: Director Housing and Workforce Solutions
Date Signed:	Date Signed:

Schedule A
 Payment Provisions

A.1 MAXIMUM REIMBURSABLE AMOUNT

SUBRECIPIENT shall be reimbursed by COUNTY, in an amount not to exceed [AMOUNT]. Said funds shall be spent according to the line item budget below:

ERF-3-L		
BUDGET CATEGORY	DESCRIPTION OF SERVICES	COST
Staff	Salaries/benefit costs for employees providing services to clients	[AMOUNT]
Operations/Supportive Services	Costs of operating facilities and providing supportive services to clients	[AMOUNT]
Management and Administration Costs (Limited to 5% of total budget)	Administrative items including, but not limited to, administrative staffing costs	[AMOUNT]
TOTAL		[AMOUNT]

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

A.2 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. SUBRECIPIENT will be paid the actual amount of each approved monthly invoice. COUNTY may delay payment if the required supporting documentation, as set forth in Attachment V, attached hereto and incorporated herein by this reference, is not provided or other requirements are not met. SUBRECIPIENT shall also submit the following documents with each approved monthly invoice:
 - 1) Subrecipient Payment Request FORM 2076A (Attachment IV)
 - 2) Monthly Performance Report (Attachment I)
 - 3) **ERF-3-L** Time/Activity Report (Attachment VII)
- b. SUBRECIPIENT must meet the prorated monthly spending milestones in each line item in the table above and submit the Fiscal Performance in the Monthly Performance Report by the 10th business day of the following month (Note: Monthly spending milestones are the amounts of the budget line items divided by the number of months in the Period of Performance).
- c. Except as otherwise set forth in Section A.5 of Schedule A, all completed claims must be submitted on a monthly basis no later than thirty (30) days after the end of each month in which the services were provided. Each payment claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

A.3 INELIGIBLE COSTS

ERF-3-L funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses as identified in Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part

200, unless otherwise indicated in the Notice of Funding Opportunity (NOFO), or the terms and conditions of this award.

The COUNTY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement. COUNTY has the authority to withhold funds under this Agreement pending a final determination by COUNTY of questioned expenditures or indebtedness. If the SUBRECIPIENT or its funded subcontractors use **ERF-3-L** funds to pay for ineligible activities, the SUBRECIPIENT shall be required to reimburse these funds to the COUNTY. Upon final determination by COUNTY of disallowed expenditures or indebtedness, COUNTY may deduct and retain the amount of the disallowed or indebtedness from the amount of the withheld funds.

1. An expenditure which is not authorized under this Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the COUNTY by the SUBRECIPIENT.
2. Expenditures for activities not described above shall be deemed authorized if the activities are consistent with 2 C.F.R. Part 200, and such activities are approved in writing by COUNTY and **Cal ICH** prior to the expenditure of funds for those activities.
3. **Cal ICH**, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of **ERF-3-L** funds.

A.4 ADMINISTRATIVE COSTS

Under this agreement, the SUBRECIPIENT may use no more than five percent (5%) of the awarded amount for administrative costs. COUNTY and/or **Cal ICH** shall make the final determination regarding the classification of expenditures as administrative costs or direct activity costs.

A.5 EXPENDITURE OF FUNDS

SUBRECIPIENT shall Expend one hundred percent (100%) of all funds under this Agreement by **June 30, 2025** ("County Expenditure Deadline"). Unless approved by HWS in writing, all final requests for reimbursement of authorized **ERF-3-L** expenditures under this Agreement must be submitted to HWS no later than 60 calendar days after the County Expenditure Deadline.

A.6 ADVANCES

COUNTY may issue a one-time advance payment to SUBRECIPIENT in an amount not to exceed twenty-five percent (25%) of the maximum reimbursable amount upon written request by the SUBRECIPIENT. Such written request must be submitted on SUBRECIPIENT letterhead and SUBRECIPIENT shall also complete the Subrecipient Payment Request Form 2076A (Attachment II). If an advance is issued, the advance will be recouped from the full amount of each monthly claim that is submitted. No additional payments will be made until the advance is completely recouped. SUBRECIPIENT shall place the advance in an interest-bearing account. *HWS reserves the right, in its sole discretion, to approve or deny an advance request based on funding availability.*

A.7 INTEREST-BEARING ACCOUNTS

All proceeds from any interest-bearing account established by the SUBRECIPIENT for the deposit of **ERF-3-L** funds, along with any interest-bearing accounts opened by the SUBRECIPIENT for

the deposit of **ERF-3-L** funds, must be used for **ERF-3-L** eligible activities and reported on as required by **Cal ICH** and COUNTY.

A.8 BUDGET MODIFICATION, BUDGET AMENDMENT, AND OTHER AMENDMENT

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

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

A.9 WITHHELD PAYMENTS

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

A.10 REPROGRAMMING OF **ERF PROGRAM FUNDS**

Cal ICH allows for the COUNTY to reprogram funds under the **ERF-3-L** Program from one eligible activity and/or jurisdiction to another after the application is approved and funds are disbursed. The COUNTY, and with the approval of **Cal ICH**, reserves the right to reprogram funds as needed after awards are announced to ensure funding spending goals and **ERF-3-L** Program compliance under Health and Safety Code Section 50216 et seq.

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

A.11 FISCAL ACCOUNTABILITY

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

Schedule B
Scope of Services

B.1 APPLICATION

- A. SUBRECIPIENT has submitted to COUNTY an application in response to RFP COARC-[NUMBER] for ERF funds (“Application”) to temporarily provide shelter, food, transportation, acute medical care, personal hygiene supplies, or labor necessary to manage cases to noncitizen migrants who were recently released from DHS custody. COUNTY is entering into this Agreement based on, and in substantial reliance upon, SUBRECIPIENT’s facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by COUNTY.
- B. SUBRECIPIENT warrants that all information, facts, assertions, and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of SUBRECIPIENT’s knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect COUNTY’s approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then COUNTY may declare a breach hereof and take such action or pursue such remedies as are provided for a breach hereof. In the event that there is a conflict between the Application and this Agreement, this Agreement shall govern.
- C. SUBRECIPIENT shall work with the Target Population, which includes noncitizen migrants who were recently released from DHS custody.

B.2 SCOPE OF SERVICES

- A. Project Description
[PROJECT NAME]
- B. Project Detail

Project Component Type:	Service
Funding Costs for:	[PROJECT NAME]
Population Focus:	Homeless and Individuals At-Risk of Homelessness Households

C. Performance Measurements Outcome Statement

Outcomes (Data Analysis)

SUBRECIPIENT shall collect and report anticipated performance measures for meeting the following benchmarks with the ## of new beds (in addition to those met with the exiting beds):

B.3

Outcome Performance Measures	Total
# of Units / Households served through rapid rehousing	Minimum [#]
# of Beds / Persons served through rapid rehousing	Minimum [#]
% Persons exited achieved housing stability	Minimum [#]%
% Persons exited back into homelessness	Maximum [#]%
Mainstream benefit attainment at program exit	Minimum [#]%
Increase in income/employment at program exit	Minimum [#]%

HOMELESS MANAGEMENT INFORMATION SYSTEM

a. SUBRECIPIENT agrees to participate in the Homeless Management Information System (HMIS).

1. Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, data collection, and entering required client data on a regular and timely basis.
2. COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant SUBRECIPIENT access to use the HMIS software for the term of this Agreement.
3. SUBRECIPIENT shall ensure that employees using HMIS for client intake capture all required data fields, as set forth in the County of Riverside Continuum of Care HMIS Charter, which is located on the County of Riverside CoC website: https://rivcohhpws.org/sites/g/files/aldnop131/files/2023-05/county-of-riverside-coc-hmis-charter-rev-12-07-22_0.pdf
4. SUBRECIPIENT must maintain a valid HMIS End User Agreement on file with COUNTY, a copy of which is attached hereto and incorporated herein as Attachment VI, and is also located on the following website: [https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%20%20Revised%209-10-2020%20\(1\).pdf](https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%20%20Revised%209-10-2020%20(1).pdf)
5. SUBRECIPIENT agrees to provide Cal ICH access to HMIS data collected and entered into the SUBRECIPIENT'S HMIS, upon request, and to participate in any statewide data initiative as directed by Cal ICH, including, but not limited to, a statewide data integration environment.
6. SUBRECIPIENT agrees to submit reports, as requested by County in order for County to comply with its reporting requirements.

B.4 COORDINATED ENTRY SYSTEM

1. Participation is defined by CES training attendance, complying with Riverside County CES Policies and Procedures, data collection, valid user agreements, and entering required client data on a regular and timely basis. The Riverside County CES Policies and Procedures may be located on the following website:

https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%20Policies%20and%20Procedures%20Amended%205_20_2021.pdf

2. SUBRECIPIENT shall work with the CES Lead Agency to ensure that screening, assessment and referral of program participants are consistent with the Riverside County CES Policies and Procedures.
3. SUBRECIPIENT agrees to work with the CES Lead Agency and coordinate delivery of services (e.g. street outreach, housing navigation, case management, landlord incentive programs, and all other supportive services and housing assistance) to support inquiries received through the CES HomeConnect Hotline and by name list.
4. SUBRECIPIENT agrees to participate in the CES HomeConnect Navigation Council Review Meetings facilitated by the CES Lead Agency.
5. SUBRECIPIENT shall utilize the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) to screen individuals with high barriers to help them gain access to housing services through the CES.
6. SUBRECIPIENT agrees to provide Cal ICH access to CES data collected and entered into the SUBRECIPIENT'S HMIS, upon request, and to participate in any statewide data initiative as directed by Cal ICH, including, but not limited to, a statewide data integration environment.
7. SUBRECIPIENT agrees to participate in and accept referrals from the Continuum of Care's Coordinated Entry System (CES).

B.5 REPORTING REQUIREMENTS

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

4. Outcome data for individual served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.
 5. Number of Instances of Service.
 6. Increases in capacity for new and existing programs.
 7. The number of unsheltered homeless individuals becoming sheltered.
 8. The number of homeless persons entering permanent housing.
- C. Breakdowns will be expected for each activity (i.e. services, capital improvements, Rental Assistance, etc.) and program type (i.e. Emergency Shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities identified by the U.S. Department of Housing and Urban Development (HUD):
1.
 1. Chronically Homeless
 - 2.
 2. Homeless veterans
 - 3.
 3. Unaccompanied Homeless Youth
 - 4.
 4. Homeless persons in families with children
 - 5.



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

Organization Name: _____

Project Name: _____

Contact Person: _____ **Position:** _____

Email: _____ **Phone Number:** _____

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

Total Award Amount: _____

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

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

Part 3: Challenges:

•

Part 4: Request for Training / Technical Assistance

•

Part 5: Comments / Remarks

•

I. PHYSICAL SECURITY

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

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

II. TECHNICAL SECURITY CONTROLS

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

in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

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

requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

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

III. AUDIT CONTROLS

- A. System Security Review.
 - 1. The Contractor must ensure audit control mechanisms are in place.
 - 2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
 - 3. Reviews should include vulnerability scanning tools.
- B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.
- C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

- A. Emergency Mode Operation Plan. The Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
- B. Data Centers. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- C. Data Backup and Recovery Plan.
 - 1. The Contractor shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
 - 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
 - 3. The procedures shall include storing backups offsite.
 - 4. The procedures shall ensure an inventory of backup media.
 - 5. The Contractor shall have established documented procedures to recover PII data.
 - 6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.

V. PAPER DOCUMENT CONTROLS

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

1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. Mailing.

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

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

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

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

Breaches should be referred to:

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

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

**[AGENCY NAME]
ORGANIZATION**

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 316(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code Regulations, Title 2, section 7285 et seq.; the Fair Employment and Housing Commission regulations implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age (over 40), sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, pregnancy, disability (mental or physical including HIV and AIDS), medical condition (cancer/genetic characteristics), national origin (including language use restrictions), marital status, military and veteran status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Interagency Council on Homelessness (“Cal ICH”) in the Business, Consumer Services and Housing Agency, will be prohibited.

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

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

Date

Subrecipient’s Authorized Signature

**[STREET ADDRESS]
[CITY, CA ZIPCODE]**

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

CR50-Vendor Assurance of Compliance

ATTACHMENT IV
Subrecipient Payment Request Form 2076A

COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

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

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

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

Select Payment Type(s) Below:

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

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

\$0.00

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

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

Authorized Signature _____ Title _____ Date _____

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

Purchase Order # (10) _____ Invoice # _____

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

Program _____ Date _____
Fiscal _____ Date _____

SUPPORTING DOCUMENTATION REQUIREMENTS

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

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

ATTACHMENT VI
HMIS Participating Agency Agreement



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

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

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

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

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

1. General Understandings:

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

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

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

2. Confidentiality:

A. AGENCY shall not:

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

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

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

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

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

3. Display of Notice:

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

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

4. Information Collection, Release and Sharing Consent:

- A. Collection of Identifying Information. AGENCY must collect information by lawful and fair means with the knowledge or consent of the Client. Any Identifying Information collected by the AGENCY must be relevant to the purpose for which it is to be used. To the extent necessary for those purposes, Identifying Information should be accurate, complete and timely. . AGENCY must post Mandatory Collection Notice at each intake desk or comparable location. Privacy and Mandatory Collection Notices must be made available in writing at the client's request.

- B. Obtaining Client Consent. AGENCY will obtain the informed consent of the Client by having the Client sign the **Consent** form.

- C. Sharing. Prior to sharing any of a Client's information with an AGENCY or organization outside of the HMIS, except as provided in the **HMIS Notice of Privacy Practices**, approved by HMIS LEAD, that explains the Client rights associated with providing AGENCY staff with Identifying Information, AGENCY will provide the Client with a copy of its client consent and/or release of information form ("Consent"). Following an explanation regarding the entity or individual that the information will be shared with and how it will be used, the AGENCY will obtain the informed consent of the Client by having the Client sign the **Consent** form specific to that other AGENCY or outside organization.

- D. Consent Form. AGENCY shall keep all copies of the signed **Consent** form for a period of seven (7) years after the Client signed the consent form. Such forms shall be available for inspection and copying by HMIS and/or the U.S. Department of Housing and Urban Development, at any time.

- E. Refusal of Services. AGENCY may not refuse or decline services to a Client or potential Client if that person:
 - i. objects to the entry of its information in the HMIS; or
 - ii. refuses to share his or her personal information with the AGENCY or cannot remember certain information; however, some information may be required by the program to determine eligibility for housing or services, to assess needed services, or to fulfill reporting requirements.

5. HMIS Policies and Standard Operating Procedures:

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

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

6. Sharing HMIS Data:

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

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

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

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

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

7. Client Inspection/Correction:

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

8. Security:

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

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

- i. Any staff, volunteer or other person who has been granted a User ID and password and is found to have committed a breach of system security and/or Client confidentiality will have his/her access to the database revoked immediately.
 - ii. In the event of a breach of system security or Client confidentiality, the Director of the AGENCY shall notify HMIS LEAD within twenty-four (24) hours. Any AGENCY that is found to have had breaches of system security and/or Client confidentiality shall enter a period of probation, during which technical assistance shall be provided to help the AGENCY prevent further breaches.
- Probation shall remain in effect until HMIS LEAD has evaluated the AGENCY's security and confidentiality measures and found them compliant with the policies stated in this Agreement and the User Code of Ethics. Subsequent violations of system security may result in suspension from the HMIS.
- C. User Authentication. AGENCY will permit access to HMIS only with use of a User authentication system consisting of a username and a password which the User may not share with others. Written information pertaining to User access (*e.g.*, username and password) shall not be stored or displayed in any publicly accessible location. Passwords shall be between eight and twelve characters long and include both letters and numbers. Passwords shall not be, or include the username, the HMIS vendor's name, the HMIS LEAD name, the AGENCY's name, or consist entirely of any word found in the common dictionary or any of the forenamed words spelled backwards. The use of default passwords on initial entry into the HMIS is allowed so long as the User changes the default password on first use. Individual Users must not be able to log on to more than one workstation at a time, or be able to log on to the network at more than one location at a time. Passwords and usernames shall be consistent with guidelines issued from time to time by HUD and HMIS LEAD. Passwords and usernames shall not be exchanged electronically without HMIS LEAD's approval.
- D. Hard Copies. The AGENCY must secure any paper or other hard copy containing Identifying Information that is generated either by or for the HMIS LEAD, including, but not limited to reports, data entry forms and signed consent forms. Any paper or other hard copy generated by or for the HMIS LEAD that contains such information must be supervised at all times when it is in a public area. If AGENCY staff is not present, the information must be secured in areas that are not publicly accessible. Agencies wishing to dispose of hard copies containing Identifying Information must do so by shredding the documents or by other equivalent means with approval by HMIS LEAD. Written information specifically pertaining to User access (*e.g.*, username and password) must not be stored or displayed in any publicly accessible location.
- E. Training/Assistance. HMIS LEAD will conduct ongoing basic confidentiality training for all persons with access to the HMIS and will train all persons who may receive

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

9. Information Entry Standards:

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

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

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

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

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

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

11. Proprietary Rights of the HMIS:

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

- iii. That its Users have agreed to hold any passwords, or other means for accessing the HMIS, in a confidential manner and to release them to no other individual. AGENCY shall ensure that all Users understand that sharing passwords and other means for accessing the HMIS is expressly prohibited;
 - iv. That its Users agree and understand that their failure to comply with the terms of this Agreement may result in their exclusion from the HMIS and may constitute cause for disciplinary action by the AGENCY; and
 - v. That it has restricted access to the HMIS only to the Users that the AGENCY has identified pursuant to this Section.
- D. AGENCY shall terminate the rights of a User immediately upon the User's termination from his or her position. In the alternative, AGENCY must immediately notify HMIS LEAD staff of the User's termination to allow HMIS LEAD staff to terminate the User's access rights. The AGENCY is responsible for removing HMIS Users from the system.
- E. AGENCY shall be diligent not to cause in any manner or way, corruption of the HMIS, and AGENCY agrees to be responsible for any damage it may cause.

12. HMIS Administrators Council:

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

12. Insurance

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

13. Limitation of Liability and Indemnification:

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

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

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

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

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

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

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

14. Limitation of Liability:

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

15. Disclaimer of Warranties:

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

16. Additional Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Tanya Tomo		
HMIS LEAD	SIGNATURE	DATE
AGENCY NAME		
AGENCY CEO/EXECUTIVE DIRECTOR	SIGNATURE	DATE

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

ATTACHMENT VII
ERF-3-L Time/Activity Report

COUNTY OF RIVERSIDE CONTINUUM OF CARE - FEMA-SSP TIME & ACTIVITY REPORT																																	
AGENCY NAME - EMPLOYEE NAME																																	
DATES: (dates for pay period)																																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL	
SERVICE STAFF (FEMA-SSP Only)																																	0.00
FEMA-SSP Service Activities																																	0.00
Total Project	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
ADMINISTRATIVE STAFF (FEMA-SSP Only)																																	0.00
CESH Administrative Activities																																	0.00
ON-PROJECT (Time not worked on FEMA-SSP)																																	
Non-Project																																	
Total Non-Project	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
FRINGE HOURS																																	
Vacation																																	0.00
Sick																																	0.00
Holiday																																	0.00
Other Paid Time Off																																	0.00
Total Fringe	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Total Hours	0.00	
Total Fringe Hours	0.00	
Difference	0.00	
Actual Hours - Technical Assistance	0.00	Employee Signature
Actual Hours - Administration	0.00	Date
Non-Project Hours	0.00	
		Supervisor Signature
		Date

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

EXHIBIT E

ARPA Grant - Capital Agreement TEMPLATE (SAMPLE)

GRANT AGREEMENT FOR THE USE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

This GRANT AGREEMENT FOR THE USE OF AMERICAN RESCUE PLAN ACT FUNDS (“Agreement”) by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“COUNTY”) and [AGENCY NAME], a California nonprofit public benefit corporation (“GRANTEE”). The COUNTY and GRANTEE may be individually referred to herein as a “Party” and collectively as the “Parties”. This Agreement, for the use of U.S. Department of the Treasury (“U.S. Treasury”) Coronavirus State and Local Fiscal Recovery Funds (“SLRF”) under the American Rescue Plan Act of 2021 (Pub. L. 117-2), amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.), hereinafter “ARPA” or the “Act”, is made and entered into as of the Effective Date (defined herein).

RECITALS

WHEREAS, on March 11, 2021, to address the negative economic impacts of the COVID-19 pandemic, President Joseph R. Biden signed into law the Act, and on January 6, 2022, the U.S. Treasury adopted a Final Rule implementing the “SLFRF”; and

WHEREAS, state, territorial, local and tribal governments must comply with the Final Rule by April 1, 2022 when the Final Rule takes effect; and

WHEREAS, the Act, the regulations promulgated in 31 CFR Part 35, and the Final Rule (collectively, the “ARPA Rules”) provide that SLFRF may be used to cover costs that are necessary expenditures incurred due to the public health emergency of the COVID-19 pandemic; and

WHEREAS, on October 19, 2021, via Minute Order 3.5, the Board of Supervisors of the County of Riverside approved allocating \$50,000,000 in ARPA funds to increase shelter capacity, permanent supportive housing units and affordable housing to help address homelessness; and

WHEREAS, on October 4, 2022 (Minute Order 3.44), the Board approved the second installment allocation of APRA funds to focus on projects and/or programs that serve as a pathway to create affordable housing with necessary supporting infrastructure to assist low-income communities disproportionately affected by the COVID-19 pandemic; and

WHEREAS GRANTEE is proposing to utilize SLFRF funds to pay a portion of the costs to expand the [NAME OF BUILDING] at the [NAME OF ORGANIZATION] by [PROJECT DESCRIPTION] square feet shelter space to provide [#] additional beds at the existing Shelter. [e.g., The new building will include at a minimum [#] private rooms with bathrooms, a community kitchen, a day room, and a flex room]. The Project will be located at [STREET ADDRESS, CITY, STATE ZIPCODE], more specifically known as Assessor's Parcel Number [NUMBER] and [NUMBER], and as more specifically described in the legal description attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the purpose of this Agreement is for COUNTY to provide financial assistance to GRANTEE in the maximum amount of [DOLLAR AMOUNT] [(\$INSERT DOLLAR AMOUNT)] consisting of SLFRF funds, to fund a portion of the [e.g., shelter expansion] costs of the Property, as more fully described herein; and

WHEREAS, pursuant to 31 CFR Part 35.6, one of the Eligible Uses (as defined under ARPA Rules) of the SLFRF funds is to respond to the public health emergency or its negative economic impacts for the purpose of assisting low-income households and individuals disproportionately impacted by the COVID-19 pandemic through the development, repair and operation of affordable housing and services or programs to increase long-term housing security;

WHEREAS, the ARPA-assisted activities described herein comply with the Eligible Uses under ARPA Rules in that they are necessary to assist populations experiencing food and housing insecurity as a result of impacts due do to the COVID-19 public health emergency.

NOW, THEREFORE, based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, the

COUNTY and GRANTEE hereby agree as follows:

1. PURPOSE. The aforementioned Recitals are true and correct and incorporated herein by this reference. COUNTY has agreed provide a grant in the maximum total of **[\$INSERT AMOUNT] [(“AMOUNT”)]**, in ARPA funds (“ARPA Grant”) to GRANTEE upon the satisfaction of the terms and conditions set forth herein, including but not limited to the conditions precedent to distribution of the ARPA Grant set forth in **Section 11** below. Subject also to **Sections 48** below, GRANTEE shall undertake and complete the ARPA activities required herein and as set forth in **Exhibits A, B and C**, and shall utilize the ARPA Grant, as required herein and pursuant to the ARPA Rules. GRANTEE shall serve people that are experiencing homelessness or are chronically homeless as defined in Title 24 CFR Part 578.3 (“Qualified Population(s)”).

2. GRANTEE’S OBLIGATIONS. Upon the commencement of the Effective Date (defined in **Section 55** below), GRANTEE hereby agrees to undertake and complete the following activities within the time period(s) set forth herein and in **Exhibit B**:

- a. Satisfy the conditions precedent to distribution of the ARPA Grant set forth in **Section 11** below.
- b. Fund the Project in accordance with the timeline set forth in **Exhibit B and C**.
- c. Operate the Project in such a manner so that it will remain available to the Qualified Population for the Affordability Period as defined in **Section 14** below.
- d. Maintain the Project in compliance with applicable local, state, federal laws, codes and regulations, including but not limited to the ARPA rules, as further described in **Section 17** below until the expiration of the Term of this Agreement set forth in **Section 6** below, and the Affordability Period set forth in **Section 14** below.
- e. The SLFRF funds shall be used for only Eligible Uses under the ARPA Rules and GRANTEE shall expend the SLFRF funds by **December 31, 2026**.

GRANTEE shall demonstrate to the COUNTY, in the COUNTY's sole and absolute discretion, that the SLFRF funds are deemed fully expended in compliance with the ARPA Rules.

3. RESERVED.

4. ARPA GRANT. Subject to GRANTEE's satisfaction of the conditions precedent to disbursement of the ARPA Grant set forth in **Section 11** below, COUNTY shall distribute the ARPA Grant to GRANTEE.

5. PRIOR COUNTY APPROVAL.

a. Except as otherwise expressly provided in this Agreement, approvals required of the COUNTY shall be deemed granted by the written approval of the Director of Housing and Workforce Solutions ("HWS"), or designee. Notwithstanding the foregoing, the Director may, in their sole discretion, refer to the governing body of the COUNTY any item requiring COUNTY approval; otherwise, "COUNTY approval" means and refers to approval by the Director of HWS, or designee.

b. The Director of HWS, or designee, shall have the right to make changes to the attachments to this Agreement in order to ensure that all such attachments are consistent with the terms and provisions of this Agreement.

6. TERM OF AGREEMENT. This Agreement shall become effective upon the Effective Date, as defined in **Section 55** below, and unless terminated earlier pursuant to the terms hereof, shall continue in full force and effect until the later to occur of (i) [DATE] or (ii) fifteen years (15) years from the date of execution of the Covenant Agreement for the Project ("Term of Agreement").

7. GRANTEE'S REPRESENTATIONS. GRANTEE represents and warrants to COUNTY as follows:

- a. Authority. GRANTEE has full right, power, and lawful authority to enter into this Agreement and accept the ARPA Grant and undertake all obligations as provided herein. The execution, performance, and delivery of this Agreement by GRANTEE have been fully authorized by all requisite actions on the part of GRANTEE.
- b. No Conflict. To the best of GRANTEE's knowledge, GRANTEE's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under contract, agreement or order to which GRANTEE is a party or by which it is bound.
- c. No Bankruptcy. GRANTEE is not the subject of a bankruptcy proceeding.
- d. Prior to Closing. GRANTEE shall, upon learning of any fact or condition which would cause any of the warranties and representations in this **Section 7** not to be true as of close of escrow, immediately give written notice of such fact or condition to COUNTY. Such exception(s) to a representation shall not be deemed a breach by GRANTEE hereunder but shall constitute an exception which COUNTY shall have the right to approve or disapprove if such exception would have an effect on the value and/or operation of the Project.

8. COMPLETION SCHEDULE. GRANTEE shall proceed consistent with the Schedule of Performance set forth in **Exhibit B**, as such schedule may be amended, in COUNTY's sole and absolute discretion, pursuant to **Section 10**, and subject to Force Majeure Delays as defined in **Section 9**.

9. FORCE MAJEURE DELAYS. "Force Majeure" means event(s) beyond the reasonable control of GRANTEE, and which could not have been reasonably anticipated, which prevent(s) GRANTEE from complying with any of its obligations under this Agreement, including, but not limited to: acts of God, acts of war, acts or threats of terrorism, civil disorders, strikes, labor disputes, flood, fire, explosion, earthquake or other similar acts.

"Force Majeure Delay" is delay due to Force Majeure that, in each case, (i)

materially adversely affects the performance by GRANTEE of its obligations hereunder, (ii) is not reasonably foreseeable and is beyond GRANTEE's reasonable control, (iii) despite the exercise of reasonable diligence, cannot be prevented, avoided or removed by GRANTEE and is not attributable to the negligence, willful misconduct or bad faith of GRANTEE, and (iv) is not the result of the failure of GRANTEE to perform any of its obligations under this Agreement. Notwithstanding the foregoing, a Force Majeure Delay shall not be deemed to have occurred unless GRANTEE has notified COUNTY in writing of such occurrence within fifteen (15) days after such occurrence, and has provided COUNTY with the details of such event and the length of the anticipated delay within an additional fifteen (15) days thereafter. GRANTEE shall diligently attempt to remove, resolve, or otherwise eliminate such event, keep COUNTY advised with respect thereto, and shall commence performance of its obligations hereunder immediately upon such removal, resolution or elimination. During the occurrence and continuance of a Force Majeure Delay, GRANTEE shall be excused from performance of its obligations under this Agreement to the extent the Force Majeure prevents GRANTEE from performing such obligations.

10. EXTENSION OF TIME. Subject to **Section 2(e)** above, COUNTY may, in its sole and absolute discretion and subject to ARPA Rules, grant an extension to the Schedule of Performance set forth in **Exhibit B** for the purpose of completing GRANTEE's activities which cannot be completed as outlined in **Exhibit B**. GRANTEE shall request said extension in writing, stating the reasons therefore, which extension must be first approved in writing by the COUNTY in its sole and absolute discretion. The Director of HWS, or designee, may extend all pending deadlines in the Implementation Schedule on two (2) or fewer occasions, so long as the aggregate duration of such administrative time extensions is no greater than ninety (90) days and complies with all ARPA Rules. Every term, condition, covenant, and requirement of this Agreement shall continue in full force and effect during the period of any such extension.

11. CONDITIONS PRECEDENT TO DISTRIBUTION OF ARPA GRANT FUNDS. COUNTY, through its Department of HWS, shall disburse the ARPA Grant funds directly to

GRANTEE, subject to the conditions precedent set forth below. COUNTY shall not disburse any ARPA Grant funds pursuant to this Agreement until the following conditions precedent have been satisfied:

- a. GRANTEE executes this Agreement and delivers to COUNTY;
- b. GRANTEE provides COUNTY with evidence of insurance as required herein;
- c. GRANTEE provides evidence it has obtain the necessary building permits to develop improvements to the property that are being proposed as outlined in **Exhibit B**;
- d. GRANTEE executes the Covenant Agreement, substantially conforming in form and substance to the Covenant Agreement attached hereto and incorporated herein as **Exhibit J**, and delivers to the County of Riverside;
- e. RESERVED;
- f. RESERVED;
- g. GRANTEE is not in default under the terms of this Agreement or any other agreement related to the financing of the Project;
- h. If Davis Bacon and/or prevailing wages are required to be paid, GRANTEE hires a qualified professional firm to review and monitor Davis Bacon and/or prevailing wage compliance for all submissions of contractors certified payrolls to COUNTY. In the event that the Project requires prevailing wages, GRANTEE shall comply with, and shall require its contractors and subcontractors performing work on the Project, to pay prevailing wages, use a skilled and trained workforce, and adhere to any applicable labor regulations and all State laws in connection with the construction of the Project, including but not limited to Article 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code, and Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code. GRANTEE agrees and acknowledges that it is the responsibility of GRANTEE to obtain a legal

determination, at GRANTEE's sole cost and expense, as to whether prevailing wages must be paid during the construction of the Project. If the Project is subject to prevailing wages, then GRANTEE shall be solely responsible to pay its contractors and subcontractors the required prevailing wage rates. GRANTEE agrees to indemnify, defend, and hold COUNTY harmless from and against any and all liability arising out of and related to GRANTEE's failure to comply with any and all applicable Davis Bacon and/or prevailing wage requirements;

- i. GRANTEE agrees to verify that GRANTEE, and its principals, or any/all persons, contractors, consultants, businesses, etc. ("Developer Associates"), are conducting business with, are not presently debarred, proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation or from receiving federal contracts or federally approved subcontracts or from certain types of federal financial and nonfinancial assistance and benefits with the Excluded Parties Listing System ("EPLS"). EPLS records are located at www.sam.gov; and
- j. GRANTEE shall search and provide a single comprehensive list of Developer Associates (individuals and firms) and print and maintain evidence of the search results of each Developer Associate as verification of compliance with this requirement, as provided in **Exhibit I**, "Contractor Debarment Certification Form", which is attached hereto and incorporated herein by this reference.

GRANTEE agrees to submit the following documentation to COUNTY, 180 days from execution of this Agreement:

- 1) Service Plan;
- 2) Management Plan; and
- 3) Funding commitments and sources and uses for the proposed modifications to

the existing buildings for the proposed intended use.

12. REALLOCATION OF FUNDS. If GRANTEE fails to utilize the funds by July 1, 2024, then GRANTEE shall be instructed to return any remaining ARPA Grant funds back to the COUNTY after at least ten (10) days' prior written notice to GRANTEE. Upon such reallocation and repayment of funds, this Agreement shall be terminated and be of no further force and effect and GRANTEE shall be released and discharged from any obligations hereunder, except as to those obligations which by their terms survive termination of this Agreement.

13. DISTRIBUTION OF FUNDS. COUNTY'S Board of Supervisors shall determine the final disbursement and distribution of all funds received by COUNTY under ARPA. Disbursement of ARPA Grant shall occur upon the satisfaction of conditions set forth in **Section 11**. COUNTY shall pay GRANTEE in the form of funding draw requests with supporting documents which specifically state how such funds will be expended. COUNTY shall promptly review the funding draw request and supporting documentation, but in no event later than thirty (30) days. COUNTY may require additional information from GRANTEE as may be necessary and appropriate for COUNTY to make its determination as to allowable costs. COUNTY shall deposit the sum specified in the funding draw requests into GRANTEE'S bank account upon receipt of wire instructions.

14. TERMS OF AFFORDABILITY. [AGENCY NAME] shall remain occupied and available to Qualified Populations, pursuant to **Section 18** below, **Exhibit A**, and the Covenant Agreement attached hereto as **Exhibit J**, until the later of (i) fifteen (15) years from the date of execution of the Covenant Agreement in the Official Records, or (ii) December 1, 2038 ("Affordability Period").

15. INSURANCE. Without limiting or diminishing GRANTEE'S obligation to indemnify or hold COUNTY harmless, GRANTEE and its general contractor for the Project ("General Contractor"), shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the Term of this Agreement.

a. Builder's All Risk (Course of Construction) Insurance. GRANTEE shall cause

General Contractor to provide a policy of Builder's All Risk (Course of Construction) insurance coverage including (if the work is located in an earthquake or flood zone or if required on financed or bond financing arrangements) coverage for earthquake and flood, covering the COUNTY, GRANTEE and every subcontractor, of every tier, for the entire Project, including property to be used in the construction of the work while such property is at off-site storage locations or while in transit or temporary off-site storage. Such policy shall include, but not be limited to, coverage for fire, collapse, faulty workmanship, debris removal, expediting expense, fire department service charges, valuable papers and records, trees, grass, shrubbery and plants. If scaffolding, false work and temporary buildings are insured separately by the GRANTEE or others, evidence of such separate coverage shall be provided to County prior to the start of the work. Such policy shall be written on an all risk basis and a completed value form. Such policy shall cover the full insurable value. Such policy shall also provide coverage for temporary structures (on-site offices, etc.), fixtures, machinery and equipment being installed as part of the work. GRANTEE shall be responsible for any and all deductibles under such policy. Upon request by COUNTY, GRANTEE shall declare all terms, conditions, coverages and limits of such policy. Such policy shall name the COUNTY as a loss payee as their interest may appear. If the County so provides, in its sole discretion, the All Risk (Course of Construction) insurance for the Project, then GRANTEE shall assume the cost of any and all applicable policy deductibles (currently, \$50,000 per occurrence) and shall insure its own machinery, equipment, tools, etc. from any loss of any nature whatsoever.

- b. Workers' Compensation Insurance. If Grantee or General Contractor have 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. Policy shall name the COUNTY as Additional Insureds.

- c. Commercial General Liability Insurance. Grantee shall maintain 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. Policy shall name the COUNTY as Additional Insureds.
- d. Vehicle Liability Insurance. If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.
- e. General Insurance Provisions – All Lines.
 - (i) 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 COUNTY Risk Manager. If 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.

(ii) GRANTEE, or Grantee on behalf of General Contractor, must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of COUNTY's Risk Manager, GRANTEE's or General Contractor's, as applicable, carriers shall either: (a) reduce or eliminate such self-insured retention as respects this Agreement with COUNTY, or (b) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(iii) GRANTEE shall cause GRANTEE's and General Contractor's insurance carrier(s) to furnish the County of Riverside with copies of the Certificate(s) of Insurance and Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by COUNTY Risk Manager, provide 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 Certificate of Insurance and copies of endorsements, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. GRANTEE shall not commence operations until COUNTY has been furnished Certificate(s) of Insurance and copies of endorsements and if requested, copies of policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

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

(v) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years, COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by GRANTEE has become inadequate.

(vi) GRANTEE shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

(viii) GRANTEE 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.

16. FINANCIAL AND PROJECT RECORDS. GRANTEE shall maintain financial, programmatic, statistical, and other supporting records of its operations and financial activities sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)), in accordance with the requirements of the ARPA Rules, which records shall be open to inspection and audit by authorized representatives of COUNTY, the California Department of Finance, and the United States Department of the Treasury Office of Inspector General, during regular working hours. COUNTY, state, and federal representatives have the right of access, with at least forty-eight (48) hours prior notice, to any pertinent books, documents, papers, or other records of GRANTEE, in order to make audits, examinations, excerpts, and transcripts. Said records shall be retained for such time as may be required by the ARPA Rules, but in no event no less than five (5) years after the Project completion date as evidenced by recordation of the Notice of Completion, or after final payment is made, whichever is later, to support reported expenditures and to participate in COUNTY, state, and federal audits; except that records of individual income verifications, project rents, and project inspections must be retained for the most recent five (5) year period, until five (5) years after the Affordability Period terminates. If any litigation, claim, negotiation, audit, or other action has been started before the expiration of the regular period specified, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular period, whichever is later.

17. COMPLIANCE WITH LAWS AND REGULATIONS. By executing this Agreement, GRANTEE hereby certifies that it will adhere to and comply with all federal, state and local laws, regulations and ordinances. In particular, GRANTEE shall comply with the

ARPA Rules and the following as they may be applicable to GRANTEE in connection with the ARPA Grant:

- a. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Part 60).The GRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. GRANTEE shall ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The GRANTEE will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The GRANTEE agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discrimination clause;
- b. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;
- c. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations;
- d. The Age Discrimination Act of 1975 (Pub. L.94-135), as amended, and implementing regulations;
- e. The regulations, policies, guidelines and requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards(2 CFR Part 200) as they relate to the acceptance and use of

federal funds under the federally-assigned program;

- f. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 CFR Part 1;
- g. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended;
- h. *Rights to Data and Copyrights*: Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.404-3, Federal Acquisition Regulations (FAR).
- i. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*) (42 U.S.C. 7401 et seq.) and the *Federal Water Pollution Control Act* (33 U.S.C. Section 1251 et seq.), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the *Clean Air Act* (42 U.S.C. 7401 et seq.) and the *Federal Water Pollution Control Act* as amended (33 U.S.C. Section 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- j. *Anti-Lobbying Certification* (31 U.S.C. 1352): The language of the certification set forth below shall be required in all contracts or subcontracts entered into in connection with this grant activity and all GRANTEES shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by. Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

“The undersigned certifies, to the best of his or her knowledge or belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf

of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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

- k. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689)*: No contract award shall be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders (E.O.s) 12549 and 12689, “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- l. *Drug-Free Workplace Requirements*: The Anti-Drug Abuse Act of 1988 (Pub. L. 100-690) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-

free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements.

- m. *Access to Records and Records Retention:* The GRANTEE or Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the GRANTEE or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The GRANTEE or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least five (5) years after the expiration of the term of this Agreement, or final payment is made, whichever is later.
- n. *Federal Employee Benefit Clause:* No member of or delegate to the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
- o. *Energy Efficiency:* Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94 - 163, Dec. 22, 1975; 42 U.S.C. Section 6201, et. seq., 89 Stat.871).
- p. *Procurement of Recovered Materials (2 CFR 200.322.):* A non-Federal entity that is a state agency or agency of a political subdivision of a state and its

contractors must comply with 42 U.S.C. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The requirements of 2 CFR 200.322, as amended effective November 12, 2020, are hereby included in this Agreement as appropriate and to the extent consistent with law.

- q. *Contract Work Hours and Safety Standards Act (CWHSA) (30 U.S.C. 3701-3708)*: GRANTEE shall comply with all applicable provisions of the CWHSA.
- r. *Displacement, relocation, and acquisition*. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part 42. GRANTEE must ensure that it has taken all reasonable steps to minimize the displacement of persons as a result of this Project.
- s. *Lead-based paint*. The ARPA-Assisted Units are subject to the lead-based paint requirements of 24 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et seq.). The lead-based paint provisions of 24 CFR 982.401 (j), except 24 CFR 982.401 (j)(1)(i), also apply, irrespective of the applicable property standard under §92.251.

- t. *Labor*. GRANTEE shall comply with any applicable labor regulations and all other State and Federal laws in connection with the construction of the improvements which comprise the Project, including if applicable, requirements relating to Davis Bacon. GRANTEE agrees and acknowledges that it is the responsibility of GRANTEE to obtain a legal determination, at GRANTEE'S sole cost and expenses as to whether Davis Bacon wages must be paid for during the construction of the Project. GRANTEE agrees to indemnify, defend, and hold COUNTY harmless from and against any and all liability arising out of a related to GRANTEE'S failure to comply with any and applicable prevailing wage requirements.
- u. *Model Energy Code* published by the Council of American Building Officials.
- v. *Consultant Activities*. No person providing consultant services in an employer-employee type relationship shall receive more than a reasonable rate of compensation for personal services paid with ARPA funds.
- w. *Uniform Administrative Requirements* of 2 CFR Part 200 as now in effect and as may be amended from time to time. Federal awards expended as a recipient or a subrecipient, as defined therein, would be subject to single audit. The payments received for goods or services provided as a vendor would not be considered Federal awards.
- x. GRANTEE shall include written agreements that include all provisions of **Section 17** if GRANTEE provides ARPA funds to for-profit owners or developers, non-profit owners or developers, sub-recipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance, or contractors.
- y. *Immigration requirements of Federal Register*, Vol. 62, No. 221, Department of Justice Interim Guidance on Verification of Citizenship, Qualified Alien Status and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("PRWORA"). Final Attorney

General's Order issued pursuant to PRWORA is specified under Federal Register Vol. 66, No. 10, Department of Justice Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation.

- z. GRANTEE shall comply with all applicable local, state and federal laws in addition to the above-mentioned laws.

18. PROJECT TARGETING REQUIREMENTS. GRANTEE shall make the Project available to people that are experiencing homelessness, at risk of homelessness, or experiencing housing insecurity ("Qualified Population"). If GRANTEE intends to use the Project for a use other than to provide shelter and services to the Qualified Populations, GRANTEE shall utilize the Property for another ARPA-Eligible Activity. GRANTEE shall provide COUNTY with sixty (60) days notice of conversion for another ARPA-Eligible Activity. The approval of the alternate ARPA-Eligible Activity shall not be unreasonably withheld by COUNTY and must comply with ARPA Rules. If the Project is not used to provide shelter and services to the Qualified Populations and GRANTEE does not intend to use the Property for another ARPA-Eligible Activity, then COUNTY and GRANTEE mutually agree that this Agreement will self-terminate and any ARPA grant funds drawn shall be returned within thirty (30) calendar days. Upon such termination, this Agreement shall become null and void. COUNTY and GRANTEE shall be released and discharged respectively from their obligations under this Agreement. All cost incurred by each party on the Project will be assumed respectively.

19. ENVIRONMENTAL CLEARANCES. GRANTEE shall be responsible for obtaining any and all approvals subsequent approvals permits, environmental clearances in connection with the Project funded with SLFRF funds, in compliance with the California Environmental Quality Act, and including but not limited to, any and all applicable federal and state environmental laws and regulations.

20. RESERVED.

21. FEDERAL REQUIREMENTS. GRANTEE shall comply with the provisions of

the ARPA Rules, and all applicable federal regulations and guidelines now or hereafter enacted pursuant to the Act in addition to the federal provisions set forth in **Section 17** and in this Agreement.

22. SALE, ASSIGNMENT OR OTHER TRANSFER OF THE PROJECT. GRANTEE hereby covenants and agrees not to sell, assign, transfer or otherwise dispose of the Project or any portion thereof, without obtaining the prior written consent of the COUNTY, which consent shall be conditioned upon receipt by the COUNTY of reasonable evidence satisfactory to the COUNTY in its sole discretion, that transferee has assumed in writing and in full, and is reasonably capable of performing and complying with the GRANTEE's duties and obligations under this Agreement, provided, however Grantee shall not be released of all obligations hereunder which accrue from and after the date of such sale.

23. INDEPENDENT CONTRACTOR. GRANTEE and its agents, servants and employees shall act at all times in an independent capacity during the term of this Agreement, and shall not act as, shall not be, nor shall they in any manner be construed to be agents, officers, or employees of COUNTY.

24. NONDISCRIMINATION. Grantee shall not discriminate on the basis of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the SLFRF. In addition, GRANTEE shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or treatment of any contractors or consultants, to participate in subcontracting/subconsultant opportunities. GRANTEE understands and agrees that violation of this clause shall be considered a material breach of this Agreement and may result in termination, debarment or other sanctions. This language shall be incorporated into all contracts between GRANTEE and any contractor, consultant, subcontractor, subconsultants, vendors and suppliers. GRANTEE shall comply with the provisions of the California Fair Employment and Housing Act (Government Code Sections 12900 et seq.), the Federal Civil Rights Act of 1964

(P.L. 88-352), as amended, and all Administrative Rules and Regulations issued pursuant to said Acts and Orders with respect to its use of the Property.

GRANTEE herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that this Covenant is made and accepted upon and subject to the following conditions: There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property.

GRANTEE, its successors and assigns, shall refrain from restricting the rental, sale, or lease of the Property or any portion thereof, on the basis of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry of any person. Every deed, lease, and contract entered into with respect to the Project and the Property, or any portion thereof, after the date of this Agreement shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

- a. In deeds: “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises

herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

- b. In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”
- c. In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or

segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land.”

In addition to the obligations and duties of GRANTEE set forth herein, GRANTEE shall, upon notice from COUNTY, promptly pay to COUNTY all fees and costs, including administrative and attorneys’ fees, incurred by COUNTY in connection with responding to or defending any discrimination claim brought by any third party and/or local, state or federal government entity, arising out of or in connection with this Agreement or the Covenant Agreement attached hereto.

25. PROHIBITION AGAINST CONFLICTS OF INTEREST:

a. GRANTEE and its assigns, employees, agents, consultants, officers and elected and appointed officials shall become familiar with and shall comply with the conflict of interest provisions of the COUNTY, attached hereto and incorporated herein by this reference as Exhibit H, those provisions contained in the ARPA Rules, and any applicable regulations promulgated by the Treasury Department related to conflict of interest, attached hereto as Exhibit H.

b. Reserved.

c. Prior to any funding under this Agreement, GRANTEE shall provide COUNTY with a list of all employees, agents, consultants, officers and elected and appointed officials who are in a position to participate in a decision-making process, exercise any functions or responsibilities, or gain inside information with respect to the ARPA activities funded under this Agreement. GRANTEE shall also promptly disclose to COUNTY any potential conflict, including even the appearance of conflict that may arise with respect to the ARPA activities funded under this Agreement.

d. Any violation of this section shall be deemed a material breach of this Agreement, and the Agreement shall be immediately terminated by COUNTY.

26. RESERVED.

27. PROJECT MONITORING AND EVALUATION.

a. Inspections. During the Affordability Period, COUNTY will perform on-site inspections of the Project to determine compliance with the property standards and to verify the information submitted by the owners in accordance with requirements. The on-site inspections must occur within 12 months after Covenant Agreement and at least once every 3 years thereafter during the Affordability Period. If there are observed deficiencies for any of the inspectable items in the property standards established by COUNTY, a follow-up on-site inspection to verify that deficiencies are corrected must occur within 12 months. COUNTY may establish a list of non-hazardous deficiencies for which correction can be verified by third party documentation (e.g., paid invoice for work order) rather than re-inspection. Health and safety deficiencies must be corrected immediately. COUNTY must adopt a more frequent inspection schedule for properties that have been found to have health and safety deficiencies.

28. MONITORING FEE. GRANTEE shall not be required to pay an annual compliance monitoring fee to the COUNTY.

29. ACCESS TO PROJECT SITE. COUNTY, state and/or federal awarding agencies shall have the right to access the Project site and the Property at all reasonable times, and upon completion of the Project upon reasonable written notice to GRANTEE, to review the operation of the Project in accordance with this Agreement.

30. EVENTS OF DEFAULT. The occurrence of any of the following events shall constitute an "Event of Default" under this Agreement:

a. Monetary Default. (1) GRANTEE's failure to pay when due any sums payable under this Agreement or the Covenant Agreement; (2) GRANTEE's or any agent of GRANTEE's use of SLFRF funds for costs other than those costs permitted under this Agreement or for uses inconsistent with terms and restrictions set forth in this Agreement and the ARPA Rules; (3) GRANTEE's or any agent of GRANTEE's failure to make any other payment of any assessment or tax due under this Agreement, and /or (4) default under the terms of any senior loan documents or any other instrument or document secured against the Property or the Project;

b. Non-Monetary Default. (1) Discrimination by GRANTEE or GRANTEE's agent(s) on the basis of characteristics prohibited by this Agreement or applicable law; (2) the imposition of any encumbrances or liens on the Project without COUNTY's prior written approval that are prohibited under this Agreement (3) GRANTEE's failure to obtain and maintain the insurance coverage required under this Agreement;(4) any material default under this Agreement, the Covenant Agreement, the ARPA Rules, or any document executed by the County in connection with this Agreement, and /or (5) a default under the terms of any senior loan documents or any other instrument or document secured against the Property or the Project;

c. General Performance of Obligations. Any substantial or continuous or repeated breach by GRANTEE or GRANTEE's agents of any material obligations of GRANTEE under this Agreement;

d. General Performance of Other Obligations. Any substantial or continuous or repeated breach by GRANTEE or GRANTEE's agents of any material obligations of GRANTEE related to the Project imposed by any other agreement with respect to the financing, development, or operation of the Project; whether or not COUNTY is a party to such agreement; but only following any applicable notice and cure periods with respect to any such obligation;

e. Representations and Warranties. A determination by COUNTY that any of GRANTEE's representations or warranties made in this Agreement, any statements made to COUNTY by GRANTEE, or any certificates, documents, or schedules supplied to COUNTY by GRANTEE were false in any material respect when made, or that GRANTEE concealed or failed to disclose a material fact to COUNTY.

f. Damage to Project. In the event that the Project is materially damaged or destroyed by fire or other casualty, and GRANTEE receives an award or insurance proceeds sufficient for the repair or reconstruction of the Project, and GRANTEE does not use such award or proceeds to repair or reconstruct the Project.

g. Bankruptcy, Dissolution and Insolvency. GRANTEE's or general partner and co-general partner of GRANTEE's (1) filing for bankruptcy, dissolution, or reorganization, or

failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or ninety (90) days after such filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or ninety (90) days after such filing; (4) insolvency; or (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

31. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. Formal notices, demands and communications between the COUNTY and the GRANTEE shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the COUNTY and the GRANTEE, as designated in Section 53, below. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section 31. Any notice that is transmitted by electronic facsimile transmission followed by delivery of a “hard” copy, shall be deemed delivered upon its transmission; any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt by the recipient; and any notice that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the date of delivery thereof.

a. Subject to the Force Majeure Delay, as provided in Section 9, failure or delay by GRANTEE to perform any term or provision of this Agreement constitutes a default under this Agreement. GRANTEE must immediately commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence.

b. COUNTY shall give written notice of default to GRANTEE, specifying the default complained of by COUNTY. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failures or delays by COUNTY in asserting any of its rights and

remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by COUNTY in asserting any of its rights and remedies shall not deprive COUNTY of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

c. If a monetary event of default occurs, prior to exercising any remedies hereunder, COUNTY shall give GRANTEE written notice of such default. GRANTEE shall have a period of ten (10) days after such notice is given within which to cure the default prior to exercise of remedies by COUNTY.

d. If a non-monetary event of default occurs, prior to exercising any remedies hereunder, COUNTY shall give GRANTEE written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, GRANTEE shall have such period to effect a cure prior to exercise of remedies by COUNTY. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and GRANTEE (i) initiates corrective action within said period, and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible, then GRANTEE shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the injured party, but in no event no more than sixty (60) days from the date of the notice of default. In no event shall COUNTY be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within sixty (60) days after the first notice of default is given.

e. Any cure tendered by GRANTEE'S Affiliate shall be accepted or rejected on the same basis as if tendered by GRANTEE.

32. COUNTY REMEDIES. Upon the occurrence of an Event of Default, after notice and opportunity to cure, COUNTY's obligation to disburse SLFRF funds shall terminate, and COUNTY shall also have the rights and remedies permitted by this Agreement or applicable law, proceed with any or all of the following remedies in any order or combination COUNTY may choose in its sole discretion:

a. Terminate this Agreement, in which event the entire ARPA Grant amount as well as any other monies advanced to GRANTEE by COUNTY under this Agreement including administrative costs, shall immediately become due and payable to COUNTY at the option of COUNTY.

b. Bring an action in equitable relief (1) seeking the specific performance by GRANTEE of the terms and conditions of this Agreement, and/or (2) enjoining, abating, or preventing any violation of said terms and conditions, and/or (3) seeking declaratory relief.

c. Enter the Project and take any remedial actions necessary in its judgment with respect to hazardous materials that COUNTY deems necessary to comply with hazardous materials laws or to render the Project suitable for occupancy, which costs shall be due and payable by GRANTEE to COUNTY.

c. Pursue any and all other remedies allowed at law or in equity.

33. RESERVED.

34. GRANTEE'S WARRANTIES. GRANTEE represents and warrants (1) that it has access to professional advice and support to the extent necessary to enable GRANTEE to fully comply with the terms of this Agreement, and to otherwise carry out the Project, (2) that it is duly organized, validly existing and in good standing under the laws of the State of California, (3) that it has the full power and authority to undertake the Project and to execute this Agreement, (4) that the persons executing and delivering this Agreement are authorized to execute and deliver such documents on behalf of GRANTEE and (5) that neither GRANTEE nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in connection with the transaction contemplated by this Agreement.

35. GRANTEE'S CERTIFICATION. GRANTEE certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, review, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that GRANTEE shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

36. **HOLD HARMLESS AND INDEMNIFICATION.** GRANTEE shall indemnify and hold harmless the County of Riverside, its Agencies, Boards, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively the "Indemnified Parties") from any liability whatsoever, based or asserted upon any services of GRANTEE, its officers, employees, subcontractors, agents or representatives arising out of their performance under this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of GRANTEE, its officers, agents, employees, subcontractors, agents or representatives under this Agreement. GRANTEE 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, 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 in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by GRANTEE, GRANTEE 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 GRANTEE'S indemnification to COUNTY as set forth herein.

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

The specified insurance limits required in this Agreement shall in no way limit or circumscribe GRANTEE's obligations to indemnify and hold harmless COUNTY herein from third party claims.

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

GRANTEE's obligations set forth in this Section 36 shall survive the expiration or earlier termination of this Agreement.

37. TERMINATION.

a. GRANTEE. GRANTEE may terminate this Agreement prior to disbursement of any ARPA Grant funds by COUNTY in accordance with the applicable ARPA Rules.

b. COUNTY. Notwithstanding the provisions of Section 37(a), COUNTY may suspend or terminate this Agreement upon written notice to GRANTEE of the action being taken and the reason for such action in the event one of the following events occur:

(i) In the event GRANTEE fails to perform the covenants herein contained at such times and in such manner as provided in this Agreement after the applicable notice and cure provision hereof; or

(ii) In the event there is a conflict with any federal, state or local law, ordinance, regulation or rule rendering any material provision, in the judgment of COUNTY of this Agreement invalid or untenable; or

(iii) In the event the ARPA funding identified in Section 1 above is terminated or otherwise becomes unavailable.

c. This Agreement may be terminated or funding suspended in whole or in part for cause. Cause shall be based on the failure of GRANTEE to materially comply with either the terms or conditions of this Agreement after the expiration of all applicable notice and cure provisions hereof. Upon suspension of funding, GRANTEE agrees not to incur any costs related thereto, or connected with, any area of conflict from which COUNTY has determined that suspension of funds is necessary.

d. Upon expiration or earlier termination of this Agreement, GRANTEE shall transfer to COUNTY any unexpended ARPA funds in its possession at the time of expiration of the Agreement as well as any accounts receivable held by GRANTEE which are attributable to the use of ARPA funds awarded pursuant to this Agreement.

38. AFFORDABILITY RESTRICTIONS. COUNTY and GRANTEE, on behalf of its successors and assigns, hereby declare their express intent that the restrictions set forth in this Agreement shall continue in full force and effect for the duration of the Affordability Period (as defined in Section 14 above). Each and every contract, deed or other instrument hereafter executed covering and conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such restrictions, regardless of whether such restrictions are set forth in such contract, deed or other instrument. GRANTEE shall execute and record as a lien against the Property, a Covenant Agreement, substantially conforming in form and substance to the Covenant Agreement attached hereto as Exhibit J and

incorporated herein by this reference, setting forth the use and income restriction required in this Agreement.

39. MECHANICS LIENS AND STOP NOTICES. If any claim of mechanics lien is filed against the Project or a stop notice affecting the ARPA Grant is served on COUNTY, GRANTEE must, within twenty (20) calendar days of such filing or notification of service, either pay and fully discharge the lien or stop notice, obtain a release of the lien or stop notice by delivering to COUNTY a surety bond in sufficient form and amount, or provide COUNTY with other assurance reasonably satisfactory to COUNTY that the lien or stop notice will be paid or discharged.

40. ENTIRE AGREEMENT. It is expressly agreed that this Agreement embodies the entire agreement of the parties in relation to the subject matter hereof, and that no other agreement or understanding, verbal or otherwise, relative to this subject matter, exists between the parties at the time of execution.

41. AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they have the authority to execute this Agreement and warrant and represent that they have the authority to bind the respective parties to this Agreement to the performance of its obligations hereunder.

42. WAIVER. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's rights to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

43. INTERPRETATION AND GOVERNING LAW. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not

be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

44. JURISDICTION AND VENUE. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed in the Superior Court of Riverside County, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction.

45. SEVERABILITY. Each paragraph and provision of this Agreement is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

46. MINISTERIAL ACTS. COUNTY's Director of HWS, or designee, is authorized to take such ministerial actions as may be necessary or appropriate to implement the terms, provisions, and conditions of this Agreement as it may be amended from time to time by both parties.

47. MODIFICATION OF AGREEMENT. COUNTY or GRANTEE may consider it in its best interest to change, modify or extend a term or condition of this Agreement, provided such change, modification or extension is agreed to in writing by the other party. Any such change, extension or modification, which is mutually agreed upon by COUNTY and GRANTEE shall be incorporated in written amendments to this Agreement. Such amendments shall not invalidate this Agreement, nor relieve or release COUNTY or GRANTEE from any obligations under this Agreement, except for those parts thereby amended. No amendment to this Agreement shall be effective and binding upon the parties, unless it expressly makes reference to this Agreement, is in writing, is signed and acknowledged by duly authorized representatives of all parties, and approved by the COUNTY.

48. CONDITIONAL COMMITMENT.

a. GRANTEE Completion. The Project must be completed no later than two (2) years from the Effective Date of this Agreement (the "Completion Deadline"). If GRANTEE is

unable to meet the condition as required by this Section 48 including Extension, then COUNTY and GRANTEE mutually agree that this Agreement will self-terminate. Upon such termination, this Agreement shall become null and void. COUNTY and GRANTEE shall be released and discharged respectively from their obligations under this Agreement, except for those provisions which by their terms survive termination. All costs incurred by each party on the Project will be assumed respectively.

49. RESERVED.

50. RESERVED.

51. EXHIBITS AND ATTACHMENTS. Each of the attachments and exhibits attached hereto is incorporated herein by this reference.

52. MEDIA RELEASES. GRANTEE agrees to allow COUNTY to provide input regarding all media releases regarding the Project. Any publicity generated by GRANTEE for the Project must make reference to the contribution of COUNTY in making the Project possible. COUNTY's name shall be prominently displayed in all pieces of publicity generated by GRANTEE, including flyers, press releases, posters, signs, brochures, and public service announcements. GRANTEE agrees to cooperate with COUNTY in any COUNTY-generated publicity or promotional activities with respect to the Project.

53. NOTICES. All notices, requests, demands and other communication required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below or the such other addresses as from time to time shall be designated by the respective parties and shall be sufficient if sent by United States first class, certified mail, postage prepaid, or express delivery service with a receipt showing the date of delivery.

COUNTY
Director HWS
County of Riverside
3403 10th Street, Suite 300
Riverside, CA 92501

GRANTEE

54. COUNTERPARTS. This Agreement may be signed by the different parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement.

55. EFFECTIVE DATE. The effective date of this Agreement is the date the parties execute the Agreement (“Effective Date”). If the parties execute the Agreement on more than one date, then the last date the Agreement is executed by a party shall be the Effective Date.

56. FURTHER ASSURANCES. GRANTEE shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form, as the COUNTY may from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement.

57. NONLIABILITY OF COUNTY OFFICIALS AND EMPLOYEES. No member, official, employee or consultant of the COUNTY shall be personally liable to the GRANTEE, or any successor in interest, in the event of any default or breach by the COUNTY or for any amount which may become due to the GRANTEE or to its successor, or on any obligations under the terms of this Agreement.

58. CONSTRUCTION AND INTERPRETATION OF AGREEMENT.

a. The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties hereto acknowledge and agree that this Agreement has been prepared jointly by the parties and has been the subject of arm’s length and careful negotiation over a considerable period of time, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction shall be utilized.

b. If any term or provision of this Agreement, the deletion of which would not

adversely affect the receipt of any material benefit by any party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement an enforceable clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible.

c. The captions of the articles, sections, and subsections herein are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as part of this instrument.

d. References in this instrument to this Agreement mean, refer to and include this instrument as well as any riders, exhibits, addenda and attachments hereto (which are hereby incorporated herein by this reference) or other documents expressly incorporated by reference in this instrument. Any references to any covenant, condition, obligation, and/or undertaking “herein,” “hereunder,” or “pursuant hereto” (or language of like import) means, refer to, and include the covenants, obligations, and undertakings existing pursuant to this instrument and any riders, exhibits, addenda, and attachments or other documents affixed to or expressly incorporated by reference in this instrument.

e. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.

59. **TIME OF ESSENCE.** Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Agreement.

60. **BINDING EFFECT.** This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

61. **NO THIRD-PARTY BENEFICIARIES.** The Parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of

COUNTY and GRANTEE, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

37. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.

- a. This Agreement shall be executed in three duplicate originals each of which is deemed to be an original. This Agreement, including all attachments hereto and exhibits appended to such attachments shall constitute the entire understanding and agreement of the parties.
- b. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the Property.
- c. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the COUNTY or the GRANTEE, and all amendments hereto must be in writing and signed by the appropriate authorities of the COUNTY and the GRANTEE. This Agreement and any provisions hereof may be amended by mutual written agreement by the GRANTEE and the COUNTY.

(SIGNATURES ON THE NEXT PAGE)

COUNTY:

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

GRANTEE:

[AGENCY NAME], a California nonprofit
corporation

By: _____
Heidi Marshall, Director HWS

By: _____
[NAME, TITLE]

Date: _____ Date: _____

(Above signatures need to be notarized)

APPROVED AS TO FORM:

MINH C. TRAN, County Counsel

By: _____
Paula S. Salcido
Deputy County Counsel

EXHIBITS

EXHIBIT	“A”	SCOPE OF WORK
EXHIBIT	“B”	SCHEDULE OF PERFORMANCE
EXHIBIT	“C”	LINE ITEM BUDGET
EXHIBIT	“D”	FLOOR PLANS
EXHIBIT	“E”	ASSURANCE OF COMPLIANCE
EXHIBIT	“F”	SUBRECIPIENT PAYMENT REQUEST - 2076A
EXHIBIT	“G”	SUPPORTING DOCUMENTATION REQUIREMENT
EXHIBIT	“H”	PROHIBITION AGAINST CONFLICTS OF INTEREST
EXHIBIT	“I”	CONTRACTOR DEBARMENT CERTIFICATION FORM
EXHIBIT	“J”	COVENANT AGREEMENT

EXHIBIT "A"

SCOPE OF WORK

Grantee: _____
Address: _____
Project Title: _____
Location: _____

A.1 APPLICATION

D. GRANTEE has submitted to the County of Riverside Housing and Workforce Solutions (“HWS”) an application in response to ARPA 2nd Allocation – Emergency Shelter/Resilience Project Application for ARPA funds (“Application”) to provide critical assistance to individuals experiencing homelessness. COUNTY is entering into this Agreement based on, and in substantial reliance upon, GRANTEE’s facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by CoC.

E. GRANTEE warrants that all information, facts, assertions, and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of GRANTEE’s knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect COUNTY’s approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then COUNTY may declare a breach hereof and take such action or pursue such remedies as are provided for a breach hereof. In the event that there is a conflict between the Application and this Agreement, this Agreement shall govern.

A.2 BACKGROUND

D. Project Description

GRANTEE is proposing to utilize [\$ INSERT AMOUNT] in ARPA funds to pay a portion of the costs to expand the existing [PROJECT NAME AND DESCRIPTION].

E. Planned Renovations

Building and APN	Existing	Proposed
------------------	----------	----------

[NAME] [STREET ADDRESS] [CITY, STATE ZIPCODE] APN: [NUMBER]		

F. Project Detail

Project Component Type:	Capital
Funding Costs for:	[DESCRIPTION]
Population Focus:	[TARGET POPULATION]
# of Units:	[#]
# of Beds:	[#]
Project Location	[NAME] [ADDRESS]

A.3 Legal Description of Property

ADDRESS: _____

ASSESSOR'S PARCEL NUMBER: _____

[LEGAL DESCRIPTION]

EXHIBIT “B”

SCHEDULE OF PERFORMANCE

Any deviation from the timeline below during the construction phase must be reported to the COUNTY.

Activity	Completion Dates
BUILDING RENOVATION	
Expansion	
Pre-Construction – Contract signed, file for permits. SUBRECIPIENT shall obtain and pay for all necessary permits and licenses relative to the project and be prepared to present said documents to the COUNTY, upon request.	No later than <u>[DATE]</u>
RENOVATION	
Expand Shelter with and additional [#] sqft of shelter space.	No later than <u>[DATE]</u>
Configure layout to construct a minimum of ten private rooms with bathrooms, a community kitchen, a day room, and a flex room.	No later than <u>[DATE]</u>
SITE IMPROVEMENTS	
Doors, windows and site furnishings	No later than <u>[DATE]</u>
Delivery of any site furniture (beds, mattresses, storage areas, etc.) in rooms and common areas	No later than <u>[DATE]</u>
MECHANICAL/PLUMBING	
Install mechanical equipment	No later than <u>[DATE]</u>
Install plumbing equipment	No later than <u>[DATE]</u>
ELECTRICAL	
Install all necessary light fixtures, electrical outlets and ceiling fans in rooms and common areas	No later than <u>[DATE]</u>
Install all smoke and carbon monoxide detectors where required	No later than <u>[DATE]</u>
Submit actual final project cost and completion report	No later than <u>[DATE]</u>
Submit supportive service plan	No later than <u>[DATE]</u>
Receive occupancy	No later than <u>[DATE]</u>

EXHIBIT “C”
LINE ITEM BUDGET (EXAMPLE)

[NAME OF PROJECT]					
Cost Items	Description	Quantity	Allowance	Estimated Cost	ARPA Funding
0	Lot				Costs for all construction activities listed in Exhibit “A” - Scope of Work and Exhibit “B” - Schedule of Performance, including architectural/ engineering costs and infrastructure improvements
1	Plans/Engineering/Truss Calcs/Grading				
2	Building Permits				
3	Unified School District				
4	Water Department/Sewer				
5	Temporary Power				
6	Electricity				
7	Gas Meter				
8	Security Fencing				
9	Toilet				
10	Trash/Dumpster				
11	Trenching for Utilities				
12	Survey				
13	Soil Testing				
14	Grading Pad				
15	Excavation				
16	Dust Control				
17	Fire Sprinkler System				
18	Concrete Foundation				

19	Flatwork				
20	Carpentry Rough Labor & Material				
21	Trusses				
22	Electrical Rough & Material				
23	Stucco				
24	Roofing Labor & Material				
25	Plumbing Rough				
26	Plumbing Fixtures				
27	Windows and Doors				
28	Airconditioning				
29	Drywall				
30	Insulation				
31	Floor Covering				
32	Cabinets, Installation, and Countertops				
33	Restroom Finish Tile				
34	Painting Exterior				
35	Painting Interior (Doors and Base)				
36	Mirror/Misc. Glass				
37	Base Board				
38	T Bar Ceiling				
39	Equipment Rental				
40	Administrative Expenses				
	ARPA GRANT AMOUNT				[AMOUNT]
	TOTAL DEVELOPMENT COSTS		[AMOUNT]	[AMOUNT]	

EXHIBIT “D”

[NAME OF PROJECT]

FLOOR PLAN

INSERT HERE

EXHIBIT “E”

ASSURANCE OF COMPLIANCE

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

[AGENCY NAME]
ORGANIZATION

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

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE SUBRECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/ procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (BCSH), will be prohibited.

BY ACCEPTING THIS ASSURANCE, the SUBRECIPIENT agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized COUNTY, BCSH and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, BCSH shall have the right to invoke fiscal sanctions or other legal remedies, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

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

Date

[STREET ADDRESS]
[CITY, STATE ZIPCODE]

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

Grantee's Authorized Signature

CR50-Vendor Assurance of Compliance

EXHIBIT "F"

GRANTEE PAYMENT REQUEST FORM 2076A

CONTRACTOR PAYMENT REQUEST

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

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

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

Select Payment Type(s) Below:

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

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

\$0.00

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

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

Authorized Signature _____ Title _____ Date

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

Purchase Order # (10) Invoice # _____

Amount Authorized

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

Program Date _____

Fiscal Date _____

EXHIBIT “G”

SUPPORTING DOCUMENTATION REQUIREMENTS

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

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

EXHIBIT "H"

Prohibition Against Conflicts of Interest

Community Development Block Grant
Policy Manual, I.D. # A-11

TOPIC: CONFLICT OF INTEREST CODE
RIVERSIDE COUNTY
Housing & Workforce Solutions
DATE: MARCH 1999

This Conflict of Interest Code is written to comply with Federal Regulations 2 CFR Section 200.318(c) and 2 CFR Section 200.112. Grantee shall also comply with the conflict of interest provisions in the ARPA Rules.

- 1) No employee, officer, or agent of the grantee shall participate in the selection, in the award or in the administration of a contract supported by Federal Funds if a conflict of interest, real or apparent, would be involved.
- 2) Such a conflict will arise when:
 - i) The employee, officer or agent;
 - ii) Any member of the immediate family;
 - iii) His/Her partners; or
 - iv) An organization which employs, or is about to employ any of the above has a financial or other interest in the firm's selection for award.
- 3) The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to sub-agreements except as noted in Section 4.
- 4) A grantee's or sub-grantee's officers, employees or agents will be presumed to have a financial interest in a business if their financial interest exceeds the following:
 - i) Any business entity in which the official has a direct or indirect investment worth one thousand dollars (\$1,000) or more.
 - ii) Any real property in which the official has a direct or indirect interest worth one thousand

dollars (\$1,000) or more.

- iii) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating two hundred fifty dollars (\$250) or more in value provided to, received by or promised to the official within 12 months prior to the time when the decision is made.
 - iv) Any business entity in which the official is a director, officer, partner, trustee, employee, or holds any position of management.
 - v) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars (\$250) or more in value provided to, received by, or promised to the official within 12 months prior to the time when the decision is made.
- 5) For purposes of **Section 4**, indirect investment or interest means any investment or interest owned by the spouse or dependent child of an official, by an agent on behalf of an official, or by a business entity or trust in which the official, the official's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or more.

EXHIBIT “I”

Sample

Contractor Debarment Certification Form

Excluded Parties Lists System (EPLS)

The purpose of EPLS is to provide a single comprehensive list of individuals and firms excluded by Federal government agencies from receiving federal contracts or federally approved subcontracts and from certain types of federal financial and nonfinancial assistance and benefits.

The EPLS was established to ensure that agencies solicit offers from, award contracts, grants, or financial or non-financial assistance and benefits to, and consent to subcontracts with responsible contractors/vendors only and not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion action) that party from participation in an affected program.

In July 2012, all records from CCR/FedReg, ORCA, and EPLS, active or expired, were moved to the System for Award Management (SAM). SAM is a Federal Government owned and operated free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS.

The County of Riverside requires that each contractor/vendor hold the required federal/state/local license for the service provided.

Please complete the following verification process for each contractor/vendor:

- STEP 1: Visit <https://www.sam.gov/portal/public/SAM/>
- STEP 2: Under “Search Records”, enter the company name and press enter.
- STEP 3: Click “Print” on the Search Results page.
- STEP 4: Repeat steps 2 & 3 for variations of the name of contractor/vendor (individual last name or firm).
- STEP 5: Attach print out of search results to this certification as supporting documentation.
- STEP 6: Attach to this certification as supporting documentation a copy of contractor/vendor license for the service provided.

By signing below ARPA Recipient, developer name, has verified the contractor/vendor known as, name of contractor/vendor, was not listed in the Excluded Parties Lists System and has the required contractor/vendor license as of date of verification.

DEVELOPER SIGNATURE

**EXHIBIT “J”
COVENANT AGREEMENT**

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 6103
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

County of Riverside
3403 10th Street, Suite 300
Riverside, CA 92501
Attn: Heidi Marshall

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.: [NUMBER] T.R.A. [NUMBER]

COVENANT AGREEMENT

This Covenant Agreement (“Covenant”) is made and entered into as of the day of _____, 2023 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“COUNTY”), and [AGENCY NAME], A CALIFORNIA NON-PROFIT CORPORATION (“OWNER”) **RECITALS**

WHEREAS, OWNER has a leasehold interest in that certain real property located at [STREET ADDRESS, CITY, STATE ZIPCODE] in the County of Riverside, also identified as Assessor’s Parcel Numbers [NUMBER] and [NUMBER], and more specifically described in the legal description attached hereto as **Exhibit A** and incorporated herein by this reference (the “Property”);

WHEREAS, on _____ COUNTY and OWNER entered into that certain Grant Agreement for the Use of ARPA Funds dated _____, 2023 (the “ARPA Grant Agreement” or “Agreement”) which provides for, among other things, the [PROJECT DESCRIPTION] (collectively, the “Project”);

WHEREAS, the beds at the Project will be reserved as ARPA-Assisted Units (“ARPA-Assisted Units”) in which for homeless individuals or individuals at risk of homelessness whose incomes do not exceed 30% of the area median income for the County of Riverside at the time of initial occupancy (“ARPA-Assisted Units”). Capitalized terms not defined herein shall have the meaning ascribed to them in the ARPA Grant Agreement;

WHEREAS, the County is providing funding under the American Rescue Plan Act of 2021 (Title VI of the Social Security Act Section 602 et seq.), herein after “ARPA,” for the purposes of providing decent, safe, and sanitary permanent supportive housing to homeless and chronically homeless households;

WHEREAS, pursuant to the ARPA Grant Agreement, COUNTY granted to OWNER [WRITE AMOUNT] [(\$INSERT AMOUNT)] derived from SLFRF funds (“ARPA Grant”), to pay for a portion of the [e.g., rehabilitation, construction, renovation and expansion] expenses of the Project, as more fully described in the ARPA Grant Agreement;

WHEREAS, COUNTY is providing funding under the American Rescue Plan Act of 2021 (Pub. L. 2117-2), amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.), herein after “ARPA,” for the purposes of providing decent, safe, and sanitary permanent supportive housing to homeless and chronically homeless households;

WHEREAS, OWNER warrants that the use of funds complies with an Eligible Use of ARPA; and

WHEREAS, pursuant to the ARPA Grant Agreement, OWNER has agreed to complete the Project on the Property and ensure the ARPA-Assisted Units are occupied by Qualified Individuals consistent with the ARPA Rules (as defined in the ARPA Grant Agreement) and as set forth more specifically below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER, on behalf of itself and its successors, assigns, and each successor in interest to the Property or any part thereof, hereby declares as follows:

1) RESTRICTIONS. The recitals set forth above are true and correct and incorporated herein. This Covenant shall continue in full force and effect for the later of (i) fifteen (15) years from the date of execution of the Covenant Agreement, or (ii) [DATE] (“Term” or “Affordability Period”). For the duration of the Term, the Property shall be held, sold, and conveyed, subject to the following covenants, conditions, and restrictions:

- i) All the beds at the Project shall be restricted as ARPA-Assisted Units provided to homeless individuals or individuals at risk of homelessness whose incomes do not exceed 30% of the area median income for the County of Riverside, at the time of initial occupancy.
- ii) OWNER shall comply with ARPA Rules, the ARPA Grant Agreement, and this Covenant and any other instrument secured against the Property.

2) RESERVED.

3) COMPLIANCE WITH LAWS AND REGULATIONS. During the Term of this Covenant, OWNER, for itself and on behalf of its successors and assigns, shall adhere to and comply with all federal, state and local laws, regulations and ordinances., including, but not limited to the following:

- a) The Coronavirus State and Local Fiscal Recover Funds (“SLFRF” or “ARPA Funds”).
- b) Other Federal requirements and nondiscrimination. As set forth in the ARPA Rules and the ARPA Grant Agreement.

4) MAINTENANCE OF THE IMPROVEMENTS. OWNER, on behalf of itself and its successors, assigns, and each successor in interest to the Property and Project or any part thereof hereby covenants to and shall protect, maintain, and preserve the Property in compliance with all applicable federal and state law and regulations and local ordinances. In addition, OWNER, its successors and assigns, shall maintain the improvements on the Property in the same aesthetic and sound condition (or better) as the condition of the Property at the time of execution of the Covenant Agreement,

reasonable wear and tear excepted. This standard for the quality of maintenance of the Property shall be met whether or not a specific item of maintenance is listed below. However, representative items of maintenance shall include frequent and regular inspection for graffiti or damage or deterioration or failure, and immediate repainting or repair or replacement of all surfaces, fencing, walls, equipment, etc., as necessary; emptying of trash receptacles and removal of litter; sweeping of public sidewalks adjacent to the Property, on-site walks and paved areas and washing-down as necessary to maintain clean surfaces; maintenance of all landscaping in a healthy and attractive condition, including trimming, fertilizing and replacing vegetation as necessary; cleaning windows on a regular basis; painting the buildings on a regular program and prior to the deterioration of the painted surfaces; conducting a roof inspection on a regular basis and maintaining the roof in a leak-free and weather-tight condition; maintaining security devices in good working order. In the event OWNER, its successors or assigns fails to maintain the Property in accordance with the standard for the quality of maintenance, the COUNTY or its designee shall have the right but not the obligation to enter the Property upon reasonable notice to OWNER, correct any violation, and hold OWNER, or such successors or assigns responsible for the cost thereof, and such cost, until paid, shall constitute a lien on the Property.

5) NONDISCRIMINATION. OWNER shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or treatment of any contractors or consultants, to participate in subcontracting/subconsulting opportunities. OWNER understands and agrees that violation of this clause shall be considered a material breach of this Lease and may result in termination, debarment or other sanctions. This language shall be incorporated into all contracts between OWNER and any contractor, consultant, subcontractor, subconsultants, vendors and suppliers. OWNER shall comply with the provisions of the California Fair Employment and Housing Act (Government Code Sections 12900 et seq.),

the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended, and all Administrative Rules and Regulations issued pursuant to said Acts and Orders with respect to its use of the Property.

6) OWNER herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that this Covenant is made and accepted upon and subject to the following conditions: There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property.

7) OWNER, its successors and assigns, shall refrain from restricting the rental, sale, or lease of the Property or any portion thereof, on the basis of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry of any person. Every deed, lease, and contract entered into with respect to the Property, or any portion thereof, after the date of this Agreement shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location,

number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

b) In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

c) In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land.”

In addition to the obligations and duties of OWNER set forth herein, OWNER shall, upon notice from COUNTY, promptly pay to COUNTY all fees and costs, including administrative and attorneys’ fees, incurred by COUNTY in connection with responding to or defending any discrimination claim brought by any third party and/or local, state or federal

government entity, arising out of or in connection with the Agreement or this Covenant.

8) INSURANCE. Without limiting or diminishing OWNER's obligation to indemnify or hold COUNTY harmless, OWNER 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 Covenant.

a) Worker's Compensation Insurance. If OWNER has employees as defined by the State of California, OWNER 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, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

b) Commercial General Liability Insurance. Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of OWNER's performance of its obligations hereunder. Policy shall name 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 Insured. Policy's limit of liability shall not be 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.

c) Vehicle Liability Insurance. If vehicles or mobile equipment are used in the performance of the obligations under this Covenant, then OWNER 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 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 Insured or provide similar evidence of coverage approved by County's Risk Manager ("Risk Manager").

d) 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 Risk Manager. If 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) OWNER's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of Risk Manager. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of Risk Manager, OWNER's carriers shall either: (a) reduce or eliminate such self-insured retention, or (b) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(3) OWNER shall cause OWNER's insurance carrier(s) to furnish the County of Riverside with copies of the Certificate(s) of Insurance and Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by Risk Manager, provide 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. OWNER shall not continue operations until COUNTY has been furnished Certificate(s) of Insurance and copies of endorsements and if requested, copies of policies of insurance including all endorsements and any and all other attachments as required herein. An individual authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements for each policy and the Certificate of Insurance.

(4) It is understood and agreed to by the parties hereto that OWNER's

insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(5) If, during the term of this Covenant or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), then COUNTY reserves the right to adjust the types of insurance required under this Covenant and the monetary limits of liability for the insurance coverage's currently required herein, if; in Risk Manager's reasonable judgment, the amount or type of insurance carried by OWNER has become inadequate.

(6) OWNER shall pass down the insurance obligations contained herein to all tiers of subcontractors.

(7) OWNER agrees to notify COUNTY in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the Agreement.

9) HOLD HARMLESS/INDEMNIFICATION. OWNER 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 whatsoever, based or asserted upon any services of OWNER, 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 whatsoever arising from the performance of OWNER, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. OWNER 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, the Indemnitees in any claim or action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by OWNER 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 OWNER's indemnification to Indemnitees as set forth herein. OWNER's obligation hereunder shall be satisfied when OWNER has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe OWNER's obligations to indemnify and hold harmless the Indemnitees herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve OWNER from indemnifying the Indemnitees to the fullest extent allowed by law. The indemnification set forth in this **Section 9** shall survive the expiration and earlier termination of this Covenant.

10) NOTICES. All Notices provided for in this Covenant shall be deemed received when personally delivered, or two (2) days following mailing by certified mail, return receipt requested. All mailing shall be addressed to the respective parties at their addresses set forth below, or at such other address as each party may designate in writing and give to the other party:

COUNTY
Director HWS
County of Riverside
3403 10th Street, Suite 300
Riverside, CA 92501

GRANTEE
[TITLE]
[AGENCY NAME]
[STREET ADDRESS]
[CITY, STATE ZIPCODE]

11) REMEDIES. COUNTY shall have the right, in the event of any breach of any such agreement or covenant, to exercise all available rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

12) TERM. The non-discrimination covenants, conditions and restrictions contained in **Sections 5, 6 and 7** of this Covenant shall remain in effect in perpetuity. Every other covenant,

condition and restriction contained in this Covenant shall continue in full force and effect for the Term, as defined in **Section 1** of this Covenant.

13) NOTICE AND OPPORTUNITY CURE. Prior to exercising any remedies hereunder, the COUNTY shall give OWNER notice of such default pursuant to **Section 10** above. Any monetary default shall be cured within ten (10) days of delivery of written notice. Except as otherwise set forth herein, if a non-monetary default is reasonably capable of being cured within thirty (30) days of delivery of such notice of default, OWNER shall have such period to effect a cure prior to exercise of remedies by COUNTY. If the non-monetary default is such that it is not reasonably capable of being cured within thirty (30) days of delivery of such notice of default, and OWNER (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then OWNER shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the COUNTY; but in no event no later than sixty (60) days from delivery of such notice of default, subject to force majeure.

14) If a violation of any of the covenants or provisions of this Covenant remains uncured after the respective time period set forth in **Section 13**, COUNTY and its successors and assigns, without regard to whether COUNTY or its successors and assigns is an owner of any land or interest therein to which these covenants relate, may institute and prosecute any proceedings at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel specific performance by OWNER of its obligations hereunder. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

15) Any cure tendered by Owner's limited partner shall be accepted or rejected on the same basis as if tendered by OWNER.

16) SALE, ASSIGNMENT OR TRANSFER OF THE PROJECT OR PROPERTY. OWNER hereby covenants and agrees not to sell, transfer, assign or otherwise dispose of the

Project, the Property or any portion thereof, without obtaining the prior written consent of COUNTY, in its sole discretion. Any sale, assignment, or transfer of the Project or Property, shall be memorialized an assignment and assumption agreement the form and substance of which have been first approved in writing by the COUNTY in its sole discretion. Such assignment and assumption agreement shall, among other things, provide that the transferee has assumed in writing and in full, and is reasonably capable of performing and complying with OWNER's duties and obligations under the ARPA Grant Agreement and this Covenant, provided, however OWNER shall not be released of all obligations under the ARPA Grant Agreement and this Covenant.

17) AMENDMENTS OR MODIFICATIONS. This Covenant may be changed or modified only by a written amendment signed by authorized representatives of both parties.

18) GOVERNING LAW; VENUE; SEVERABILITY. This Covenant shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Covenant 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 Covenant 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.

19) BINDING EFFECT. The rights and obligations of this Covenant shall bind and inure to the benefit of the respective heirs, successors and assigns of the parties.

20) PERMITTED MORTGAGES. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Covenant shall defeat or render invalid or in any way impair the lien or charge of any deed of trust or mortgage permitted by the ARPA Grant Agreement or the lien or charge of a deed of trust made by OWNER for the benefit of any lender first approved in writing by the COUNTY (each, a "Permitted Lender") and nothing herein or in the ARPA Grant Agreement shall prohibit or otherwise limit the exercise of a Permitted Lender's rights and remedies thereunder, including a foreclosure or deed-in-lieu of foreclosure and subsequent transfer thereafter.

21) SEVERABILITY. In any event that any provision, whether constituting a separate paragraph or whether contained in a paragraph with other provisions, is hereafter determined to be void and unenforceable, it shall be deemed separated and deleted from the agreement and the remaining provisions of this Agreement shall remain in full force and effect.

22) PROJECT MONITORING AND EVALUATION.

a) Reserved.

b) Inspections. During the Affordability Period, COUNTY must perform on-site inspections of ARPA-Assisted Units to determine compliance with the property standards. The on-site inspections shall occur within 12 months after execution of the Covenant Agreement and at least once every 3 years thereafter during the Affordability Period. If there are observed deficiencies for any of the inspectable items in the property standards established by COUNTY, a follow-up on-site inspection to verify that deficiencies are corrected must occur within 12 months. COUNTY may establish a list of non-hazardous deficiencies for which correction can be verified by third party documentation (e.g., paid invoice for work order) rather than re-inspection. Health and safety deficiencies must be corrected immediately. COUNTY must adopt a more frequent inspection schedule for properties that have been found to have health and safety deficiencies. The OWNER must annually certify to the COUNTY that each building and all ARPA-Assisted Units in the project are suitable for occupancy, taking into account State and local health, safety, and other applicable codes, ordinances, and requirements, and the ongoing property standards established by the participating jurisdiction. Inspections must be based on a statistically valid sample of units appropriate for the size of the COUNTY ARPA-Assisted Project, as set forth by HUD through notice.

23) ACCESS TO PROJECT SITE. Representatives of the COUNTY and the Federal or State awarding agencies shall have the right of access to the Property, upon 24 hours' written notice to OWNER (except in the case of an emergency, in which case COUNTY and/or the Federal or State awarding agency shall provide such notice as may be practical under the circumstances), without charges or fees, during normal business hours to review the operation of the Project in

accordance with this Covenant and the ARPA Grant Agreement.

24) COUNTERPARTS. This Covenant may be signed by the different parties hereto in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

25) Recitals. The Recitals set forth above are true and correct and incorporated herein by this reference.

26) This Covenant and the ARPA Grant Agreement set forth and contain the entire understanding and agreement of the parties hereto. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements, which are not contained or expressly referred to within this Covenant, and the ARPA Grant Agreement, including all amendments and modifications to the Agreement.

[Remainder of Page Intentionally Blank]

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, COUNTY and OWNER have executed this Covenant as of the dates written below.

COUNTY:

GRANTEE:

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

[AGENCY NAME], a California nonprofit corporation

By: _____
Heidi Marshall, Director HWS

By: _____
[NAME, TITLE]

Date: _____

Date: _____

(Above signatures need to be notarized)

APPROVED AS TO FORM:

MINH C. TRAN, COUNTY COUNSEL

By: _____
Paula S. Salcido
Deputy County Counsel

(COUNTY and OWNER signatures need to be notarized)

< CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT >

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

ADDRESS: _____

ASSESSOR'S PARCEL NUMBER: _____

[LEGAL DESCRIPTION]