



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.

2021 EMERGENCY SOLUTIONS GRANT STREET OUTREACH

COARC-0006 REQUEST FOR PROPOSALS



April 18, 2022

**Housing and Workforce Solutions (HWS)- CoC Division
2021 Emergency Solutions Grant (ESG)- Street Outreach
Competitive Funds**

A. Background

The Riverside County's Housing and Workforce Solutions Department (HWS) – Continuum of Care Division, (County), is seeking quotes from interested, qualified, and experienced bidders to provide ***Street Outreach (SO)*** services necessary to reach out to unsheltered homeless individuals and families, connect them with emergency shelter, permanent housing, or critical services, and provide them with urgent, non-facility-based care. The California 2021 Emergency Solution Grant Round (ESG) is administered by the California Department of Housing and Community Development (HCD) with funding received from the U.S. Department of Housing and Urban Development (HUD).

Funding under this Request for Proposal (RFP) is made available pursuant to Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act, 42 U.S.C. 11371 et seq. This NOFA should be read in conjunction with the following regulations that establish state and federal ESG requirements. Relevant legal authority includes, but is not limited to, the following:

- [ESG Federal Regulations](#)
- [ESG State Regulations](#)

HCD has allocated \$330,638 to HWS-CoC to administer Homeless Assistance Programs in Riverside County, with the Street Outreach Allocation being ***\$160,000***. The California ESG funds are to provide services in areas of the County of Riverside not currently eligible for ESG funds through direct city ESG entitlement. Areas excluded and not eligible for ESG funds under this RFP include the cities of: Riverside and Moreno Valley.

The 2021 ESG funding priorities are: (1) to serve those most in need through street outreach, and (2) to ensure all eligible persons receive equitable services with dignity, respect, and compassion regardless of circumstance, ability, or identity. This includes marginalized populations including Black, Native and Indigenous, Latinx, Asian, Pacific Islanders, and other people of color, immigrants, people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not have access to mainstream support.

The intent of the ESG funding is to supplement the existing operational budgets of nonprofit organizations and government agencies responding to the critical needs of the community.

The State's expenditure deadline is July 31, 2023 with County of Riverside CoC tentative local expenditure deadline of May 31, 2023 for 2021 ESG Street Outreach.

1) Goal

The goal of the County's 2021 ESG Street Outreach Program is to support (2) two street outreach teams with efforts in the County of Riverside by engaging and case managing 300 persons experiencing unsheltered homelessness, moving them out of homelessness and into appropriate placement, always with the goal of permanent housing placement.

2) Target Populations

Unsheltered homeless throughout Riverside County.

3) Objectives

- a) Move unsheltered homeless into emergency shelters, permanent housing, or other housing options, where they can be linked to supportive services as needed.
- b) Establish a direct connection with existing Street Outreach Programs to promote coordination across all teams and ensure services are planned, strategic, non-duplicative, and organized.
- c) Prioritize serves those most in need and difficult to engage.
- d) Provide specialized and targeted street outreach services to engage marginalized populations experiencing homelessness in Riverside County. These marginalized populations include Black, Native and Indigenous, Latinx, Asian, Pacific Islanders, and other people of color, immigrants, people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not have access to mainstream support.
- e) Ensure all eligible persons receive equitable services with dignity, respect, and compassion regardless of circumstance, ability, or identity. This includes marginalized populations including Black, Native and Indigenous, Latinx, Asian, Pacific Islanders, and other people of color, immigrants, people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not have access to mainstream support.
- f) Provide street outreach services that are low barrier, trauma informed, culturally responsive and Housing First oriented which recognizes that the most effective solution to homelessness is permanent housing and all housing for the homeless should be provided without any preconditions, such as sobriety requirements. Per HUD guidance, individuals and families assisted with these ESG funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.

4) Funding for Services

The ESG Street Outreach Program is administered by the California Department of Housing and Community Development (HCD) with funding received from the U.S. Department of Housing and Urban Development (HUD). The maximum bid for ESG Street Outreach is \$160,000. A maximum of two agencies will be awarded funding under this street outreach program.

The HWS - Continuum of Care Division will provide ongoing program monitoring and technical assistance to ensure that programs are meeting strict spending milestones established by HUD and the State. Should the

subrecipient not meet the following expenditure expectations, HWS in its sole discretion reserves the right to recapture the difference in funds between the actual expenditure amount at the expenditure deadline and expected expenditure. The Department also reserves the right in its sole discretion to mandate a corrective action or remediation plan to ensure future timely expenditure of ESG funds.

| Percentage of ESG Award | Expenditure Deadline |
|-------------------------|----------------------|
| 25% | TBD |
| 50% | TBD |
| 100% | TBD |

Please note that this timeline is subject to changed pending the execution of the Standard Agreement between HWS and HCD.

5) Timelines/Schedule of Events:

The following is tentative information:

| # | Solicitation Event | Deadlines | Submission Information |
|---|--|-------------------------------------|---|
| 1 | Release of RFP | 4/18/2022 | |
| 2 | Primary HWS-CoC Contact | N/A | Martha Samaniego msamanie@rivco.org 951 – 295-3289 |
| 3 | Last day to submit written questions and Requests for Interpretations | Friday, April 29, 2022, 1:30 PM PST | Submit via e-mail to Martha Samaniego at msamanie@rivco.org AND CoC@rivco.org with subject line: ESG RFP |
| 4 | Response to questions will be posted on County of Riverside CoC webpage no later than Wednesday, May 3, 2022. | | |
| 4 | HOW TO RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL | N/A | Refer to Section III Application Submission Requirements |
| 5 | PROPOSAL SUBMISSION DUE DATE AND TIME | Monday, May 9, 2022, 1:30 PM PST | Monday, May 9, 2022 1:30 pm PST |
| 6 | Proposals must be delivered via e-mail to msamanie@rivco.org AND CoC@rivco.org with subject line: ESG RFP | | |
| * Please be aware of size and capacity limitations on e-mail systems that could impair, delay or defeat transmission and delivery of a submission. Incoming e-mails with attachments that exceed 30 MB may not be successfully received by HWS. Submissions that exceed this size should be sent using separate, sequential e-mails. | | | |

Please retain a copy of the e-mail transmitting the submission. HWS will electronically acknowledge receipt of the submission.

Inquiries: All inquiries, questions, recommendations shall be submitted to the Primary HWS-CoC Contact before the deadline stated in Section 3 Timeline/Schedule of Events. Inquiries, questions, recommendations shall be submitted via email and should reference the section number and title from the RFP.

6) Contract Term

The period of performance anticipated for this solicitation is effective upon signature of an Agreement by both parties, through May 31, 2023, 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.

7) Application Proposal Submission Requirements

a) Format of Proposal

Application submissions shall include all of the following:

- i) Exhibit A – Scope of Services
- ii) Exhibit B – Certification Page
- iii) Exhibit C – Full Disclosure
- iv) Exhibit D – Description of Existing Street Outreach Projects
- v) Exhibit F – Schedule and GANTT/Visual Chart which illustrates the project schedule or Project Schedule of Bidder's choice.
- vi) Exhibit G – Cost Estimate- Funding Request

8) Confidentiality and Proprietary Information/Data

Subsequent to the County's evaluation and proposals, which requires application submission in response to the solicitation process, become the exclusive property of the County. Upon submission of a 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.

If an Applicant's application is accepted and an agreement is made with the County, then the Applicant will be required to sign the most current HIPAA Business Associate Addendum (if applicable). If the County revises the HIPAA Associate Addendum, the Applicant shall sign a new agreement as it becomes available and adhere to the new requirements. Furthermore, under the Health Insurance Portability and Accountability ACT (HIPAA), 42 U.S.C. 1320d et seq. and 162, and 164 ("Privacy Rule and Security Rule"), the Applicant will comply with the Security Rule as a Business Associate, if under an agreement arising from this Solicitation, it receives, maintains, or transmits any health information in electronic form in connection with a transaction covered by part 162 of Title 45 of the Code of Federal Regulations.

9) Interpretation of Solicitation

The Applicant must make careful examination and understand all of 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-CoC Contact as specified in Section 2. 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.

10) Contractual Development

If an application is accepted, the County will enter into a contractual agreement with the selected Contractor. A sample of the standard County contract to be used for this project is attached as Exhibit H. If an agreement cannot be reached, negotiations with the next ranking Applicant shall commence.

11) 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 a 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.

12) 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 12 |
| *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 24 and 31 when they fall on Monday.
- 4) December 26 and January 2, when they fall on Friday.

Friday proceeding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday, the Monday following such date when such date falls on a Sunday

13) Evaluation Process

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

- a) Applicant's experience and ability.
- b) Technical capability and project methodology.
- c) Overall best value to the County.
- d) References with demonstrated success with similar work to the Scope of Service. (Pass/Fail)

- e) 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 be directed to the primary HWS-CoC 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.

EXHIBIT A - SCOPE OF SERVICES

Bidder shall answer the questions listed below.

- 1) How many street outreach teams shall the bidder provide throughout the life of the contract?

BIDDER'S RESPONSE:

- 2) How will your street outreach team(s) be structured (e.g. members per team, roles)?

BIDDER'S RESPONSE:

- 3) What locations and days of the week will the bidder's street outreach team(s) service? Please describe why this schedule was determined utilizing available data sources (e.g. PIT Count, CES data, etc.)

BIDDER'S RESPONSE:

- 4) Please provide the details of how the bidder's proposed street outreach team(s) will contact and engage the most vulnerable individuals and families living on the streets, in cars, or other vehicles, in sheds, abandoned buildings and other places not meant for human habitation.

BIDDER'S RESPONSE:

- 5) Please describe in detail how the bidder will target individuals resistant to shelter services, that may have substance use, physical/mental health struggles and are living in encampments.

BIDDER'S RESPONSE:

- 6) Through ongoing engagements please describe in detail how the bidder's street outreach team(s) will build rapport with individuals, participate in the Coordinated Entry System, utilize and complete the VI-SPDAT assessment tool to assess individual needs, and collect and enter individual engagements into the Homeless Management Information System (HMIS) to track project and services.

BIDDER'S RESPONSE:

- 7) Please describe in detail how the bidder's street outreach team(s) will conduct an individualized needs assessment for individuals and work with them to develop an Individualized Service Plan (ISP) to address barriers preventing them from obtaining and/or searching for housing.

BIDDER'S RESPONSE:

- 8) Please describe in detail how the bidder’s street outreach team(s) will provide case management and supportive services that includes assessing housing and service needs and arranging/coordinating/monitoring the delivery of individualized services. For the purposes of defining case management as it related to street outreach and navigation, see the definition under 24 CFR.101(a)(2), Case Management.

BIDDER’S RESPONSE:

- 9) Can the bidder’s street outreach team(s) ensure that all individuals have access to supportive services listed below? Please list any additional supportive services offered by the bidder.

All individuals shall have access to an array of supportive services, which includes but is not limited to:

- a. Temporary housing/emergency shelter
- b. 2-1-1 hotline for social services
- c. Social Security benefits
- d. Cal-Works and other income security programs
- e. Cal-Fresh assistance
- f. Low Income Energy Assistance Programs
- g. Affordable housing information
- h. Employment assistance and job training programs
- i. Health care and mental health services
- j. Services for victims of domestic violence
- k. Veteran Services
- l. Legal service and credit counseling
- m. High School Diploma completion or GED test preparation

BIDDER’S RESPONSE:

- 10) Please explain how the bidder’s street outreach team(s) shall establish and ensure a direct connection with existing Street Outreach Program to promote coordination across all teams and ensure services are planned, strategic, and organized.

BIDDER’S RESPONSE:

- 11) Please describe in detail how bidder's street outreach team(s) shall respond to incidents related but not limited to evacuation emergencies and other specialized outreach events which directly impact or provide reach to individuals (e.g. engaging and coordinating services for individuals living at an encampment potentially impacted by flooding or those impacted by a future clean-up effort).

BIDDER'S RESPONSE:

- 12) Please describe how the bidder's street outreach team(s) shall ensure all eligible persons receive equitable services with dignity, respect, and compassion regardless of circumstance, ability, or identity. This includes marginalized populations including Black, Native and Indigenous, Latinx, Asian, Pacific Islanders, and other people of color, immigrants, people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not have access to mainstream support.

BIDDER'S RESPONSE:

- 13) Please describe how the bidder plans to staff this proposed project including but not limited to the followings:

- Number of staff in this proposed project
- Number of staff that represent a marginalized or underserved population and/or staff with lived experience of homelessness
- Number of staff that represent a marginalized or underserved population and/or staff with lived experience of homelessness that hold management/supervisory position
- Number of staff that represent a marginalized or underserved population and/or staff with lived experience of homelessness that will be involved with the proposed street outreach project if funded

BIDDER'S RESPONSE:

14) Provide the bidder’s proposed performance outcomes and spending on the chart below:

| Measures | 1st Quarter (Accumulated) | 2nd Quarter (Accumulated) | 3rd Quarter (Accumulated) | 4th Quarter (Total) |
|--|---|---|---|---|
| # of households served (Note: Performance Report should include breakdown of each type e.g. Single Adult, Youth and Families) | | | | |
| # of people served (Note: Performance Report should include breakdown of each type e.g. Single Adult, Youth and Families) | | | | |
| # of households connected with any kind of housing and/or services (Note: Report should include breakdown of # of households connected to each type of housing and services.) | | | | |
| # of persons connected with any kind of housing and/or services (Note: Report should include breakdown of # of persons connected to each type of housing and services.) | | | | |
| Percentage of eligible/willing persons served to retain or obtain mainstream benefits | | | | |
| Percentage of eligible and willing person to maintain or increase income/employment | | | | |
| Spending | \$ (%) | \$ (%) | \$ (%) | \$ (100%) |

EXHIBIT B - CERTIFICATION PAGE

The undersigned certifies under penalty of perjury that all statements made and submitted in connection with this application are true and correct to the best of the knowledge of the undersigned.

| | |
|--|----------------------------------|
| Name of entity responding to RFP | Click or tap here to enter text. |
| Name and title of person authorized to issue certification | Click or tap here to enter text. |
| Signature of person authorized to issue certification | |
| Date | Click or tap to enter a date. |

EXHIBIT C - FULL DISCLOSURE

Applicants must furnish a full and complete disclosure of all associations between partners, contractors, consultants and sub-contractors that are currently associated with and those that will be associated with any aspect of constructing, developing, managing, financing or owning the proposed project using the form provided.

| |
|--|
| List all name(s) of development partner entity responding to RFP |
| Click or tap here to enter text. |

| Name of associated entity(ies) and individual(s) | Description of association (including, but not limited to ownership arrangements, financial commitments, investments, legal obligations and similar matters, among others, that are existing or expected to be a part of the proposed project) |
|--|--|
| Click or tap here to enter text. | Click or tap here to enter text. |

**EXHIBIT D - DESCRIPTION OF EXISTING STREET
OUTREACH PROJECTS**

- 1) Please list all existing street outreach along with any sub-contractors and/or partner entity responding to RFP

- 2) Please list any and all sub-contractors that may provide services for this work

EXHIBIT E - 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 application will not be accepted. Postmarks will not be accepted in lieu of this requirement. 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 F – SCHEDULE AND GANTT/VISUAL CHART

The Bidder shall provide a proposed project schedule in both written format and Gantt Chart or visual format of Bidder's choice. The schedule proposal shall show the schedule for each Street Outreach Team the hours to be worked and the anticipated locations (City, cross streets, developments [eg. Banning, West Banning, Wilson St & 8th Street]) The written format shall include, at a minimum:

- 1) Breakdown for the completion of, at minimum, the tasks as stated in Exhibit A, and deliverable(s) by Bidder and if applicable, Sub-Contractor
- 2) Prime Consultant and Sub-Consultant personnel names, staff positions, and breakdown of estimated personnel hours for staff assigned for each location,
- 3) A brief description of how the Bidder will present their analysis, findings, and ensure the project will stay on schedule. This may be included as an appendix or supplement.
- 4) Format for each deliverable to be presented to the County

The Gantt Chart or visual format shall include, at a minimum:

- 1) Proposed start date, end date, and total calendar days for a draft to be submitted to the County
- 2) Proposed start date, end date, and total calendar days for a final deliverable to be submitted to the County
- 3) Key milestones throughout the course of the project.

The Applicant may present schedule in an alternative format of their choosing provided that the County is able to determine and ensure all key work elements and objectives are clearly met, and an overview of the number of hours for each Bidder and Sub-Contractor per task for all deliverables. The Bidder may propose optional or additional tasks. The County reserves the right to accept or deny the Applicant proposed optional and/or additional tasks.

EXHIBIT G – COST ESTIMATE/FUNDING REQUEST

In this section, please complete and include the Budget Narrative/Cost Proposal Sheet. The County reserves the right to negotiate final fees with the selected bidder(s). Quotes must fully describe all costs and charges to County as part of this service/project. Bidders must provide fully inclusive blended rates, which are inclusive of all of the bidder’s project-related or supported expenses, including travel expenses. Expenses not included in the Line Item Budget will not be reimbursed. Bidders may also include any other documents as information to further explain the proposed costs.

Line-Item Budgets must be all-inclusive and include, but not be limited to, the following administration, travel, training and operating costs. **Cost should reflect expenditures for the full term of the contract.** Bidder must include a **Budget Narrative** see H-3 that describes each line item.

| ITEM | SALARIES AND BENEFITS Item Descriptions | Budget Narrative/Cost Proposal (include formulas and a clear description of each item) | |
|--|--|--|-----------|
| | | Expand the number of cells and/or the amount of information in each cell, as needed. | Total |
| A. Salaries (Per Position) | | | |
| List each type of Position that would provide direct services to this contract. In the Justification provide: (a) # of positions, (b) full-time of part-time percentage. (c) average pay, (d) formula to support your proposed annual cost. | | | |
| | Example: Licensed Clinical Therapist | 3 LCT Staff, 1 at each site. All 3 FTE. Avg Pay = \$22.00/hr. [Formula: \$22/hr. X 2080 hrs. =\$45,760 X 3 staff = \$137,280] Job Duties are outlined in the RFP Narrative on Page “x “ | \$137,280 |
| A1 | Position 1: | | \$ |
| A2 | Position 2: | | \$ |
| A3 | Position 3: | | \$ |
| SALARY SUBTOTAL | | | \$ |
| B. Benefits | | | |
| Provide details of each benefit item. Include the percentage of salary allocated towards each item. Provide the formula to support your proposed annual cost. | | | |
| B1 | | | \$ |
| B2 | | | \$ |
| B3 | | | \$ |
| B4 | Other: (Please specify one item per line.) | Include any additional Salary or Benefit line item costs that were not listed above. List one item, per line. Provide details of each additional item. Provide the formula to support your proposed annual cost. | |

| | | | |
|--------------------------------------|---|---|-------|
| | 1. | | \$ |
| | 2. | | \$ |
| | 3. | | \$ |
| BENEFIT SUBTOTAL | | | \$ |
| TOTAL SALARIES & BENEFITS | | | \$ |
| ITEM | PROGRAM/ OPERATIONAL COSTS Item Descriptions | Budget Narrative/Cost Justification (include formulas and a clear description of each item) | |
| | | Expand the number of cells and/or the amount of information in each cell, as needed. | Total |
| PROGRAM/ OPERATIONAL COSTS | | Provide details of each Program / Operational item. Include per person, per mile, per class, etc... costs as needed in your justification. Provide the formula to support your proposed annual cost. Program Operational costs are costs dedicated 100% to this particular service. If this is a shared cost, then list dedicated costs here with the percentage and the balance under Administrative / Overhead costs with the percentage. (Example, 80% of office space is used for this service. So, only 80% of the total rent is listed here.) | |
| C. Program Expenses | | | |
| C1 | Engagement Supplies (clothes, snacks, blankets, portable showers, etc.) | | \$ |
| C2 | Emergency Health Services (PPE, medication, First Aid Supplies, etc.) | | \$ |
| C3 | Other: specify one item per line | | |
| | 1. | | \$ |
| | 2. | | \$ |
| | 3. | | \$ |
| D. Travel | | | |
| D1 | Vehicle Lease/Purchase | | \$ |
| D2 | Mileage (include the per mile paid rate) | | \$ |
| D3 | Public Transportation (i.e.: bus pass, Uber, etc.) | | \$ |
| D4 | Other: specify one item per line. | | |
| | 1. | | \$ |
| | 2. | | \$ |
| | 3. | | \$ |
| E. Training | | | |
| E1 | Training/Orientation | | \$ |
| E2 | Training: Staff/Consultants | | \$ |

| | | | |
|--|---|---|---|
| E3 | Other Training Costs (Please specify. One item per line.) | | |
| | 1. | | \$ |
| | 2. | | \$ |
| | 3. | | \$ |
| F. Office Expenses | | | |
| F1 | Rent | | \$ |
| F2 | Maintenance/Janitorial | | \$ |
| F3 | Utilities | | \$ |
| F4 | Equipment (New) | | \$ |
| F5 | Equipment Maintenance | | \$ |
| F6 | Equipment Depreciation (Purchased Prior) | | \$ |
| F7 | Accounting | | \$ |
| F8 | Telephone | | \$ |
| F9 | Postage | | \$ |
| F10 | Photocopying / Printing | | \$ |
| F11 | Supplies | | \$ |
| F12 | Personnel Advertising | | \$ |
| F13 | Other: (Please specify. One item per line.) | Include any additional Program/ Operational line item costs that were not listed above. List one item, per line. Provide details of each additional item. Provide the formula to support your proposed annual cost. | |
| | 1. | | \$ |
| | 2. | | \$ |
| | 3. | | \$ |
| | | | TOTAL PROGRAM/ OPERATIONAL COSTS |
| | | | \$ |
| ITEM | ADMINISTRATIVE / OVERHEAD COSTS Item Descriptions | Budget Narrative/Cost Justification (include formulas and a clear description of each item) | |
| | | Expand the amount of information in each cell, as needed. | Total |
| G. Administrative /Overhead Costs | | | |
| G1 | Corporate/Regional Office Expense | | \$ |
| G2 | Legal/ Claims/ Damages | | \$ |

| | | | |
|---|--|---|---------------------------------------|
| G3 | Other:(Please specify. One item per line.) | Include any additional Administrative/ Overhead line item costs that were not listed above. List one item, per line. Provide details of each additional item. Provide the formula to support your proposed annual cost. | |
| | 1. | | \$ |
| | 2. | | \$ |
| | 3. | | \$ |
| | | TOTAL ADMINISTRATIVE / OVERHEAD COSTS | \$ |
| Please bring forward the following dollar figures | | | Please calculate the % of Grand Total |
| SALARIES SUB TOTAL | | \$ | % |
| BENEFITS SUB TOTAL | | \$ | % |
| PROGRAM / OPERATIONAL TOTAL | | \$ | % |
| ADMINISTRATIVE / OVERHEAD COSTS TOTAL | | \$ | % |
| | | | |
| GRAND TOTAL | | \$ | 100% |

For cost analysis:

- What is your annual per person costs for those served through this proposal?_____
- What is annual per household costs for those served through this proposal?_____

Please Note: For programs serving only single individuals, these to numbers will be the same.

This space is provided to bidder for any budget narrative:

BIDDER'S RESPONSE:

EXHIBIT H- SAMPLE AGREEMENT

SUBRECIPIENT AGREEMENT

FOR THE 2021 EMERGENCY SOLUTIONS GRANT (ESG)

STREET OUTREACH PROJECT

This Agreement is made and entered into effect START DATE by and between Subrecipient, a California nonprofit corporation (herein referred to as "SUBRECIPIENT"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing, Homelessness Prevention and Workforce Solutions (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS

- A. "Application" refers to the approved application and its submissions prepared by COUNTY, which is the basis on which HCD approved the grant.
- B. "CES" refers to the Coordinated Entry System in the County of Riverside.
- C. "CoC" refers to the Riverside County Continuum of Care.
- D. "COUNTY" and/or "HHPWS" refers to the County of Riverside and its Housing, Homelessness Prevention and Workforce Solutions Department, which has administrative responsibility for this Agreement. HHPWS and COUNTY are used interchangeably in this Agreement.
- E. "ESG Program" refers to the Emergency Solutions Grants Program.
- F. "HCD" refers to the State of California Department of Housing and Community Development.
- G. "HMIS" refers to the Riverside County Homeless Management Information System.
- H. "Homeless" refers to homeless as defined in 24 CFR 576.2.
- I. "Participant(s)" refers to an individual(s) or family(ies) who is assisted under the ESG Program.
- J. "Permanent Housing" refers to permanent housing and permanent supportive housing as defined in 24 CFR 578.3.
- K. "Project" refers to rapid rehousing and/or Homelessness Prevention services for facilitating the movement of Homeless individuals through the Continuum of Care into independent Permanent Housing.
- L. "RENTAL ASSISTANCE" refers to provision of rental assistance to provide homelessness prevention, transitional or permanent housing to eligible persons.
- M. "RFP" refers to a Riverside County Request for Proposal.
- N. "Street Outreach" encompasses activities that are designed to meet the immediate needs of unsheltered homeless people by connecting them with emergency shelter, housing, and/or critical health services.

O. "SUBRECIPIENT" refer to the SUBRECIPIENT including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and CVRM are used interchangeably in this Agreement.

2. DESCRIPTION OF SERVICES

SUBRECIPIENT shall provide all services as outlined and specified in Schedule B, Scope of Services, Attachment I – Assurance of Compliance, Attachment II – Forms 2076A, 2076B & Instructions, Attachment III – ESG Supporting Documentation Instructions, Attachment IV – ESG Time/Activity Report, Attachment V – RFP COARC – XXX Attachment VI –Standard Agreement No. _____, all of which are attached hereto and incorporated herein as referenced.

3. PERIOD OF PERFORMANCE

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

4. COMPENSATION

COUNTY shall pay SUBRECIPIENT for services performed, products provided, or expenses incurred in accordance with Schedule A, "Payment Provisions." COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this Agreement. One hundred percent (100%) of ESG funds allocated to SUBRECIPIENT, pursuant to this Agreement, shall be Expended by July 31, 2023 ("Expenditure Deadline"). Any ESG funds paid to SUBRECIPIENT, but not Expended pursuant to this Agreement by July 31, 2023, shall be returned to COUNTY within five (5) business days. In the event this Agreement is terminated prior to July 31, 2023, any funds paid to SUBRECIPIENT, but not Expended prior to the date of termination, shall be returned to COUNTY within five (5) business days of the notice of termination to be returned to HCD and revert to the General Fund.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

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

6. TERMINATION FOR CONVENIENCE

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

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

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

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

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

7. TERMINATION FOR CAUSE

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

- (1) SUBRECIPIENT's failure to comply with the terms or conditions of this Agreement;
- (2) use of, or permitting the use of ESG funds provided under this Agreement for any ineligible activities;
- (3) any failure to comply with the deadlines set forth in this Agreement;
- (4) violation of any federal or state laws or regulations; or
- (5) withdrawal of HCD's expenditure authority.

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

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

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

- (1) Stop all work under this Agreement on the date specified in the notice of termination; and
 - (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.
- D. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.
- E. The rights and remedies of COUNTY provided in this section shall be cumulative not exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

8. REQUEST FOR WAIVER AND WAIVER OF BREACH

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

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

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

10. CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST

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

et seq., Government Code section 1090, and Public Contract Code sections 10410 and 10411.

11. RECORDS, INSPECTIONS, AND AUDITS

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

- (4) If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to COUNTY for each finding within ninety (90) days from the date of the audit finding report.

12. CONFIDENTIALITY

- A. SUBRECIPIENT shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement (“confidential information”). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.
- B. SUBRECIPIENT shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. SUBRECIPIENT shall protect from unauthorized disclosure names and other identifying information concerning person receiving services pursuant to this Agreement. SUBRECIPIENT shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. SUBRECIPIENT shall not use such information for any purpose other than carrying out SUBRECIPIENT’s obligations under this Agreement. SUBRECIPIENT shall comply with Welfare and Institutions Code Section (WIC) 10850.
- C. SUBRECIPIENT shall take special precautions, including but not limited to, sufficient training of SUBRECIPIENT’s staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- D. SUBRECIPIENT shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. SUBRECIPIENT shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. HOLD HARMLESS/INDEMNIFICATION

- A. SUBRECIPIENT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of SUBRECIPIENT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. SUBRECIPIENT shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.
- B. With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their own choice, subject to the approval of COUNTY which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or

compromise in no manner whatsoever limits or circumscribes SUBRECIPIENT indemnification to Indemnitees as set forth herein.

- C. SUBRECIPIENT's obligation hereunder shall be satisfied when SUBRECIPIENT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- D. The specified insurance limits required in this Agreement shall in no way limit or circumscribe SUBRECIPIENT's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

14. INSURANCE

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

authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

- E. It is understood and agreed to by the parties hereto that SUBRECIPIENT's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT has become inadequate.
- G. SUBRECIPIENT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to COUNTY.
- I. SUBRECIPIENT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

15. WORKER'S COMPENSATION

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

16. VEHICLE LIABILITY

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

17. COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SUBRECIPIENT's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$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.

18. INDEPENDENT CONTRACTOR

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

19. PROFESSIONAL LIABILITY

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

20. USE BY POLITICAL ENTITIES

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

21. LICENSES AND PERMITS

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

22. NO DEBARMENT OR SUSPENSION

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

B.2 SUBRECIPIENT certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated herein; and has not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

23. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements, and directives which impose duties and regulations upon COUNTY as though made with SUBRECIPIENT directly that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, federal, state, and local housing and building codes, and all other matters applicable and/or related to the ESG Program, the COUNTY, the SUBRECIPIENT, the SUBRECIPIENT's subcontractors, and the Project, including but not limited to the provisions of 42 USC 11371 – 42 USC 11378, 24 CFR Part 576, 2 CFR Part 200, and 25 CCR Section 8400 et seq. as shall be amended from time to time. In addition, SUBRECIPIENT shall comply with all applicable provisions of Standard Agreement No. 20-ESG-15569 including as set forth in Schedule B, Section B.1, and any applicable COUNTY policies and procedures, including but not limited to:

- a. County of Riverside Continuum of Care Written Standards:
<https://www.harivco.org/Portals/0/Documents/coc-written-standards-amended-82218.pdf?ver=2020-08-07-153345-780>
- b. County of Riverside Continuum of Care Board of Governance Charter:
<https://www.harivco.org/Portals/0/Governance%20Charter%20Amended%2010-28-2021.pdf>
- c. County of Riverside Continuum of Care Homeless Management Information System (HMIS) Charter:
<https://www.harivco.org/Portals/0/Documents/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>

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

24. INSPECTIONS

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

25. CORE COMPONENTS OF HOUSING FIRST
SUBRECIPIENT shall ensure that any housing-related activities funded with ESG funds must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institutions Code Section 8255(b).
26. EMPLOYMENT PRACTICES
- A. SUBRECIPIENT shall comply with all federal and state statutes and regulations in the hiring of its employees.
 - B. SUBRECIPIENT shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement and, if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
 - C. In the provision of benefits, SUBRECIPIENT shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, “domestic partner” means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.
 - D. By signing this Agreement or accepting funds under this Agreement, SUBRECIPIENT shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Department of Labor regulations (41 CFR Chapter 60).
27. CHILD SUPPORT COMPLIANCE ACT
- A. The SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - B. The SUBRECIPIENT, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department (EDD).
 - C. In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The SUBRECIPIENT agrees to furnish the required data and certifications to the COUNTY within ten (10) days when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the SUBRECIPIENT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of this Agreement. If SUBRECIPIENT has any questions concerning this reporting requirement, please call (916) 657-0529. SUBRECIPIENT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under “Employment Development Department” or access their Internet site at www.edd.ca.gov.
28. DRUG FREE WORKPLACE CERTIFICATION

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

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

29. PERSONNEL

- A. Upon request by COUNTY, SUBRECIPIENT agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult Participants. The list shall include:
 - (1) All staff who work full or part-time positions by title, including volunteer positions;
 - (2) A brief description of the functions of each position and hours each position worked; and
 - (3) The professional degree, if applicable and experience required for each position.
- B. COUNTY has the sole discretion to approve or not approve any person on the SUBRECIPIENT's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult Participants. COUNTY shall notify SUBRECIPIENT in writing of any person not approved, but to protect Participant confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, SUBRECIPIENT shall immediately remove that person from providing services under this Agreement.
- C. Background Checks
SUBRECIPIENT shall conduct criminal background record checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Participants, SUBRECIPIENT shall have received a criminal record from the State of California Department of Justice (DOJ). A signed certification of such criminal record

and, as appropriate, a signed justification and clearance from Contractor or Designee demonstrating fitness to perform duties shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.

30. LOBBYING

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

31. ADVERSE GOVERNMENT ACTION

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

32. SUBCONTRACTS

- A. No contract shall be made by the SUBRECIPIENT with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY and HCD. A subcontractor is not eligible to furnish any of the work or services under this Agreement, and is not eligible to receive grant funds, if the subcontractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.
- B. SUBRECIPIENT shall not propose to enter into any subcontract with any subcontractor who:
 - (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
 - (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud; a criminal offense in

connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;

- (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; or
- (4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

- C. SUBRECIPIENT shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
- D. SUBRECIPIENT shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.
- E. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of SUBRECIPIENT and COUNTY.

33. SUPPLANTATION

SUBRECIPIENT shall not supplant any federal, state or COUNTY funds intended for the purpose of this Agreement with any funds made available under any other agreement. SUBRECIPIENT shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue. SUBRECIPIENT agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or COUNTY funds under any COUNTY programs without prior approval of COUNTY.

34. ASSIGNMENT

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

35. FORCE MAJEURE

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

36. GOVERNING LAW

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

37. DISPUTES

- A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by COUNTY's

Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. SUBRECIPIENT shall proceed diligently with the performance of this Agreement pending resolution of a dispute.

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

38. ADMINISTRATIVE/CONTRACT LIAISON

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

39. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

SUBRECIPIENT shall complete the "Assurance of Compliance with Riverside County Housing, Homelessness Prevention and Workforce Solutions 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. Participant Complaints

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

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

Civil Rights Complaints should be referred to:

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

C. Services, Benefits and Facilities

SUBRECIPIENT shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Section,

discrimination means denying a Participant or potential Participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

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

D. Cultural Competency

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

40. NOTICES

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

COUNTY:

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

SUBRECIPIENT:

Subrecipient Name
Address:

41. SIGNED IN COUNTERPARTS

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

42. ELECTRONIC SIGNATURES

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

43. MODIFICATION OF TERMS

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

44. ENTIRE AGREEMENT

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

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

| | |
|--|---|
| Authorized Signature for SUBRECIPIENT: | Authorized Signature for COUNTY: |
| Printed Name of Person Signing: | Printed Name of Person Signing: Heidi Marshall |
| Title: | Title: Director |
| Date Signed: | Date Signed: |

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

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

| BUDGET CATEGORY | Total |
|-----------------|-----------|
| | \$ |
| | \$ |
| Total | \$ |

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

- b. SUBRECIPIENT shall be reimbursed for eligible costs only. SUBRECIPIENT shall submit claims for reimbursement of eligible costs on a monthly basis no later than thirty (30) days after the end of each month in which the costs were incurred. Each claiming period shall consist of a calendar month.
- c. With each claim for reimbursement of eligible costs, SUBRECIPIENT shall submit:
1. Forms 2076A and 2076B, examples of which are attached hereto as Attachment II and incorporated herein by this reference;
 2. ESG Time/Activity Report, an example of which is attached hereto as Attachment IV and incorporated herein by this reference; and
 3. The required supporting documentation set forth in Attachment III, ESG Supporting Documentation Instructions, attached hereto and incorporated herein by this reference. If the required supporting documentation is not provided, COUNTY may delay payment until the documentation is received by COUNTY. COUNTY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement.
- e. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days. COUNTY is the pass-thru agency for these funds. Once a claim is reviewed and approved, COUNTY shall submit a Request for Funds to the State. When the requested funds are received from the State, COUNTY shall remit payment to the SUBRECIPIENT. In total, this process can take 4-6 weeks.
- f. All ESG Program funds shall be expended by the termination date of this Agreement, or by the deadline to expend Program funds as set forth in Standard Agreement No. 20-ESG-CV1-0009 between HCD and the County of Riverside, whichever comes first.

A.3 WITHHELD PAYMENTS

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

A.4 DISALLOWANCE

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

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

A.5 FISCAL ACCOUNTABILITY

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

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

SUBRECIPIENT is expected to implement the agreed services and activities and meet all performance and financial outcomes as planned and agreed in this agreement. SUBRECIPIENT shall make no changes to the budget without first obtaining written approval from the HHPWS. 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 HHPWS 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 HHPWS with no negative effect for both parties under the authority of HHPWS.
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 HHPWS. Any Cause due to SUBRECIPIENT's inability to implement the agreed services and/or activities to meet all performance and financial outcomes as planned and agreed in this agreement will become Finding(s) in the monitoring/auditing process and lead to any related effects such as project scoring, evaluation, consideration for future funding opportunities.

A.7 FINAL REIMBURSEMENT

Unless approved by HHPWS in writing, all final requests for reimbursement of authorized ESG expenditures under this Grant must be submitted to HHPWS no later than **August 15, 2023**.

B.1 GENERAL REQUIREMENTS

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

- a. Be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. SUBRECIPIENT shall also provide Participant linkages to other sources of support. SUBRECIPIENT shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- b. Be responsible for meeting the requirements included in RFP COARC-XXX (Attachment V), and Standard Agreement No. _____ between HCD and COUNTY (Attachment VI). COARC-_____ the Standard Agreement No. _____ between HCD and COUNTY are incorporated herein by this reference. In the event any provisions of these documents conflict with each other or this Agreement, the order of precedence shall be as follows: (1) Standard Agreement No. _____ between HCD and COUNTY, (2) this Agreement, and (3) COARC-_____.
- c. Ensure that all ESG Program participants comply with the regulations applicable to the ESG to the ESG Program as set forth in 24 CFR Part 58, and 24 CFR Part 576. Additionally, nonprofit organizations funded by the ESG Program shall comply with the requirements of 24 CFR Part 84 as though they were SUBRECIPIENTS pursuant to 24 CFR Part 84. Also, units of general local government funded by the ESG Program shall comply with the requirements of 24 CFR Part 85. In the event that any federal or state laws or regulations, including without limitation regulations by the Department of Housing and Urban Development (“HUD”) add, delete, modify, or otherwise change any statutory or regulatory requirements concerning the use or administration of these funds, SUBRECIPIENT shall comply with such requirements, as amended.
- d. Participate in and accept its Participant referrals for the ESG Program from the CoC CES. The CES is a part of the Riverside County CoC’s cohesive and integrated housing crisis response system with existing programs, bringing them together into a “no-wrong-door” system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals. CES participation is a federal and state requirement under HEARTH Act 2009, 24 CFR parts 91 and 576; 24 CFR 576.400(d); and 25 CCR Section 8409.
- e. Agree to participate in the HMIS.
 1. HMIS security policies and procedures and entering required Participant data on a regular and timely basis.
 2. COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant SUBRECIPIENT access to use the HMIS software for the term of this Agreement.
 3. SUBRECIPIENT shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside CoC HMIS Policies and Procedures Manual, which is located on the County of Riverside CoC website: <https://www.harivco.org/HomelessManagementInformationSystem/tabid/237/Default.aspx>

4. SUBRECIPIENT must maintain a valid HMIS End User Agreement on file with the COUNTY, which is located on the County of Riverside CoC website:

<https://www.harivco.org/HomelessManagementInformationSystem/tabid/237/Default.aspx>.

B.2 REPORTING

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

B.3 OUTCOMES (DATA and ANALYSIS)

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

| Measures | 1st Quarter (Accumulated) | 2nd Quarter (Accumulated) | 3rd Quarter (Accumulated) | 4th Quarter (Total) |
|--|---|---|---|---|
| # of households served (Note: Performance Report should include breakdown of each type e.g. Single Adult, Youth and Families) | | | | |
| # of people served (Note: Performance Report should include breakdown of each type e.g. Single Adult, Youth and Families) | | | | |
| # of households connected with any kind of housing and/or services (Note: Report should include breakdown of # of households connected to each type of housing and services.) | | | | |
| # of persons connected with any kind of housing and/or services (Note: Report should include breakdown of # of persons connected to each type of housing and services.) | | | | |
| Percentage of persons exiting back into Homelessness | | | | |
| Percentage of eligible/willing persons served to retain or obtain mainstream benefits | | | | |
| Percentage of eligible and willing person to maintain or increase income/employment | | | | |

| | | | | |
|----------|------------|------------|------------|--------------|
| Spending | \$ (%) | \$ (%) | \$ (%) | \$ (100%) |
|----------|------------|------------|------------|--------------|

B.4 PROJECT DETAIL

| | |
|-------------------------|------------------|
| Project Component Type: | Service |
| Funding Costs for: | Project Type |
| Population Focus: | Homeless Clients |

B.5 Street Outreach Services

SUBRECIPIENT will:

- a. Will provide street outreach services to the general unsheltered homeless primarily in Riverside County’s Supervisorial Districts 4. The term “Unsheltered homeless people” means an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.
- b. Subrecipient must determine an individual or family’s vulnerability and willingness or ability to access emergency shelter, housing, or an appropriate health facility, prior to providing essential services under this component to ensure that ESG funding is used to assist those with the greatest need for street outreach assistance.
- c. Street Outreach workers should be focused on working with the unsheltered population who are NOT connected with other services such as day centers and emergency shelters, as these persons have the ability to access services and case management from these providers. Street Outreach work is unique with the ability to reach those who cannot or will not reach services on their own.
- d. As a condition of the award of Street Outreach funding, SUBRECIPIENT will be required to co-facilitate and participate in a regional Street Outreach Collaborative that will include other Street Outreach Teams that will meet regularly to coordinate outreach and case conference. As a recipient of Continuum of Care Street Outreach funding, SUBRECIPIENT may, on an as needed basis, be required to participate in outreach responses and cover evenings and weekends on an on-call rotational basis

B.6 DIVERSION

Diversion is a strategy that helps people experiencing a housing crisis to identify and access safe alternatives to an emergency shelter quickly. Street outreach workers should work to resolve problems through natural supports and progressive engagement of “lighter touch” solutions before providing a more intensive response through the shelter system or any other homeless service. Diversion includes services such as: creative problem-solving conversations; connecting with community resources and family supports; housing search and placement to help individuals and families resolve their immediate housing crisis.

B.7 UNIVERSAL ASSESSMENT

If an individual or family cannot be diverted from the homeless system of care, street outreach workers will complete the Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT). The Coordinated Entry System utilizes the VI-SPDAT, TAY VI-SPDAT, and Family VI-SPDAT for determination of housing needs and vulnerability prioritization. The VI-SPDAT is a brief survey that can be conducted to quickly determine whether a client has high, moderate, or low acuity and vulnerability. These are taken into consideration with other factors to determine housing and services prioritization.

B.8 ELIGIBLE COSTS

Eligible costs for Street Outreach services include providing essential services necessary to reach out to unsheltered homeless individuals and families, connect them with emergency shelter, housing, or critical services, and provide them with urgent, non-facility-based care. Component services consist of engagement, case management, emergency health and mental health services, and transportation. Specific requirements and eligible costs include:

1. Engagement: The costs of activities to locate, identify, and build relationships with unsheltered homeless people including:
 - a. Initial assessment of needs and eligibility (VI-SPDAT)
 - b. Providing crisis counseling
 - c. Actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs
 - d. Addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries
 - e. Cell phone costs for outreach workers during the performance of street outreach activities
 - f. Salaries of staff conducting engagement work
2. Case Management: The costs of assessing housing or service needs, arranging, coordinating, monitoring the delivery of individualized services including:
 - a. Using Riverside County Coordinated Entry system
 - b. Initial evaluation including verifying and documenting eligibility
 - c. Counseling
 - d. Obtaining Federal, state, and local benefits
 - e. Monitoring and evaluating participant progress
 - f. Providing information and referrals to other providers
 - g. Developing an individualized housing and service plan, including planning a path to permanent housing stability
 - i. Salaries of staff conducting case management
 - ii. Salaries of staff conducting case management
3. Emergency Health Services: The costs of outpatient treatment of medical conditions provided by licensed medical professionals operating in community-based settings (e.g. streets, parks, and campgrounds) to those *eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility*. Eligible treatment consists of:
 - a. Assessing participant's health problems and developing a treatment plans
 - b. Assisting participants to understand their health needs
 - c. Providing or helping participants to obtain appropriate emergency

B.10 File Checklist

The basis of all determinations (eligibility, assistance needed, assistance provided, etc.) must be supported by the evidence documented in the case file. Minimum Documentation should include but is not limited to:

1. Proof of eligibility - Documentation of Homelessness, must follow HUD's prioritization of documentation of homelessness and 24 CFR 576.500.
2. Program Intake Documents such as:
 - a. HMIS Release of Information,
 - b. Notice of Privacy Practices,
 - c. Participant grievance,
 - d. Participant consent form,
 - e. Participant identification, if applicable
 - f. Release(s) of Information if applicable.
3. Case Plan that shows the street outreach worker and program participant developed a plan to assist the program participant to enter permanent housing or sheltered services.
4. Case notes that reflect the program participant met with the street outreach worker to work on case plan goals.
5. Back-up documentation for the services and assistance provided to that program participant, including, as applicable, gas voucher, bus pass, DMV receipt, etc.
6. Referrals made by the subrecipient to program participant to obtain mainstream and other resources as needed.
7. Program Discharge/Exit paperwork

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

Coachella Valley Rescue Mission

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

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

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

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

Date

Darla Burkett, Executive Director Signature

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

CR50-Vendor Assurance of Compliance

COUNTY OF RIVERSIDE

SUBRECIPIENT PAYMENT REQUEST

To: Riverside County
Housing, Homelessness Prevention and
Workforce Solutions
3403 10th St. Ste 300
Riverside, CA 92501

From: Coachella Valley Rescue Mission
Remit to Name
Address _____
Sub recipient Name _____
Sub recipient Number _____

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

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

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

Unit of Service Payment \$ _____
_____ # of Units) X (\$) _____

_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____

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)

| | | |
|----------------------------|--|--------------------|
| _____ Business Unit (5) | _____ Purchase Order # (10) | _____ Invoice # |
| _____ Account (6) | _____ Amount Authorized | |
| _____ Fund (5) | If amount authorized is different from amount request, please explain: | |
| _____ Dept ID (10) | _____ _____ | |
| _____ Program (5) | _____ Program (if applicable) | _____ Date |
| _____ Class (10) | _____ Management Reporting Unit | _____ Date |

| | | |
|-----------------------|----------------|--------------|
| CLIENT FEES COLLECTED | CURRENT PERIOD | YEAR TO DATE |
|-----------------------|----------------|--------------|

HHPWS 2076B (8/03) Contract Expenditure Report

HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS FORMS

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

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

**HHPWS 2076A
 SUBRECIPIENT PAYMENT REQUEST**

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

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

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

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

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

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

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

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

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

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

SUPPORTING DOCUMENTATION

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

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

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

CLAIM DOCUMENTATION REQUIRED BY THE COUNTY

RAPID REHOUSING / EMERGENCY SHELTER

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

Invoice or documentation of rent amount and due date

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

STAFF

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

ESG Program Individual Staff Breakdown form

Time Sheet

Time and Activity Report

Pay Stub or Payroll Report

EXPENSES

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

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

Proof of payment (cancelled check or check stub)

