

**County of Riverside
Department of Housing and Workforce Solutions
3403 10TH St. Ste. 300
Riverside, CA 92501**

and

City of Lake Elsinore

2020 ESG- CV2 / HHIP

First Amended and Restated Agreement

HHPWSCoC-HHIP-01



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.



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Attachment IX – Monthly Performance Report

*Attachment incorporated herein by reference.

This First Amended and Restated Agreement to HHPWSCoC-ESGCV2-01 (herein referred to as "Agreement"), is made and entered into by and between City of Lake Elsinore , a municipal 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 and Workforce Solutions (formerly referred to as Housing, Homelessness Prevention and Workforce Solutions), (herein referred to as "COUNTY").

WHEREAS, COUNTY and SUBRECIPIENT entered into that certain 2020 ESG-CV2 Agreement, HHPWSCoC-ESGCV2-01-, for Street Outreach and Emergency Shelter services effective March 4, 2020 through June 30, 2022, (herein referred to as "Original Agreement");

WHEREAS, COUNTY and SUBRECIPIENT entered into that certain Amendment #1, to the Original Agreement effective March 1, 2022 to extend the end date through February 28, 2023 and add Disallowed Cost language to Payment Provisions;

WHEREAS, the parties now desire to amend and restate the Original Agreement to change contract number from HHPWSCoC-ESGCV2-01 to HHPWSCoC-HHIP-01, increase the budget for the Street Outreach in the amount of \$205,170 (HIPP funding), and extend the end date through September 30, 2024

WHEREAS, upon the effectiveness of this Agreement, the Original Agreement, as amended by Amendment #1, shall be superseded and replaced in its entirety as provided for herein;

NOW, THEREFORE, 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 "HWS" refers to the County of Riverside and its Housing, and Workforce Solutions Department, which has administrative responsibility for this Agreement. HWS and COUNTY are used interchangeably in this Agreement.
 - E. "ESG Program" refers to the Emergency Solutions Grants Program.
 - F. "Engagements" refers to individuals who have given consent to receive services from outreach staff and have become part of the outreach staff's caseload.
 - G. "HCD" refers to the State of California Department of Housing and Community Development.
 - H. "HHIP" refers to Homelessness Incentive Program a voluntary incentive program that will allow health plans to earn incentive funds for making progress in addressing homelessness and housing insecurity and social determinants of health.
 - I. "HMIS" refers to the Riverside County Homeless Management Information System.
 - J. "Homeless" refers to homeless as defined in 24 CFR 576.2.
 - K. "Housed" is total number of unsheltered homeless people that have been permanently housed.

- L. "Participant(s)" refers to an individual(s) or family(ies) who is assisted under the ESG Program.
- M. "Permanent Housing" refers to permanent housing and permanent supportive housing as defined in 24 CFR 578.3.
- N. "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.
- O. "RAPID RE-HOUSING" (RRH) is a model of housing assistance that is designed to assist the homeless, with or without disabilities, move as quickly as possible into permanent housing and achieve stability in that housing. Rapid re-housing assistance is time-limited, individualized, flexible, and is designed to complement and enhance homeless system performance and the performance of other homeless projects. For more information about rapid re-housing see:

<https://www.onecpd.info/news/snaps-weekly-focus-rapid-re-housing/> and
<http://www.endhomelessness.org/pages/prevention-and-rapid-re-housing>
- P. "RENTAL ASSISTANCE" refers to provision of rental assistance to provide homelessness prevention, transitional or permanent housing to eligible persons.
- Q. "RFP" refers to a Riverside County Request for Proposal.
- R. "SUBRECIPIENT" refer to the City of Lake Elsinore including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and CVRM are used interchangeably in this Agreement.

2. DESCRIPTION OF SERVICES for ESGCV March 1, 2020 – September 30, 2023
SUBRECIPIENT shall provide all services as outlined and specified in Schedule B, Scope of Services, Attachment I – Assurance of Compliance, Attachment II – Contractor Payment Request, Attachment III – ESG Supporting Documentation Instructions, Attachment IV – ESG Time/Activity Report, Attachment V – ITB COARC – 005 and LOI-COARC-006, Attachment VI –Standard Agreement No. 20-ESGCV1-00009-, all of which are attached hereto and incorporated herein as referenced.

DESCRIPTION OF SERVICES for HHIP – March 1, 2023 – September 30, 2024

SUBRECIPIENT shall provide all services as outlined and specified in Schedule B, Scope of Services, Attachment I – Assurance of Compliance, Attachment II – Contractor Payment Request, Attachment III – Supporting Documentation Instructions, Attachment IV – Time/Activity Report, Attachment V-ITB COARC-005 and LOI-COARC-006, Attachment VIII HWSCoC-0004868 all of which are attached hereto and incorporated herein as referenced.

3. PERIOD OF PERFORMANCE
This Agreement shall be effective March 4, 2020("Effective Date") and continues in effect through September 30, 2024, 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 September 30, 2024.

4. COMPENSATION

a. ESG

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-CV2 funds allocated to SUBRECIPIENT, pursuant to this Agreement, shall be Expended by September 30, 2023 ("Expenditure Deadline"). Any ESG-CV2 funds paid to SUBRECIPIENT, but not Expended pursuant to this Agreement by September 30, 2023 shall be returned to COUNTY within five (5) business days. In the event this Agreement is terminated prior to September 30, 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.

b. HHIP

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 cost incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services of 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 HHIP funds allocated to SUBRECIPIENT, pursuant to this Agreement, shall be Expended by September 30, 2024 (Expenditure Deadline"). Any HHIP funds paid to SUBRECIPIENT, but not Expended pursuant to this Agreement by September 30, 2024 shall be returned to COUNTY within five (5) business days. In the event this Agreement is terminated prior to September 30, 2024 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 DHCS.

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 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 funds;

(2) Revoke any other existing award(s) to the SUBRECIPIENT;

(3) Require the return of any unexpended funds disbursed under this Agreement;

(4) Require repayment of funds disbursed and Expended under this Agreement;

(5) Require the immediate return to COUNTY of all funds derived from the use of funds including, but not limited to recaptured funds and returned funds;

(6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with requirements; and,

(7) Seek such other remedies as may be available under this Agreement or any law.

C. After receipt of the notice of termination, 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), 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. 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. 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-ESGCV1-0009 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-CV2 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.

27. 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 Tenth 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:

City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92530

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 (after SIGNED IN COUNTERPARTS)

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

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: City Manager	Title: Director
Date Signed:	Date Signed:

Schedule A
 Payment Provisions

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. SUBRECIPIENT shall be reimbursed by COUNTY, for an amount not to exceed \$886,676.50 Said funds shall be spent according to the Budget shown below.

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

ESG-CV - Street Outreach March 4, 2020–September 30, 2023	Direct Staffing Costs	\$353,390.00
	Other Direct Costs	\$13,500.00
	Indirect Costs	\$18,344.50
Emergency Shelter March 4, 2020–September 30, 2023	Direct Staffing Costs	\$143,500.00
	Other Direct Costs	\$138,669.50
	Indirect Costs	\$14,102.50
HHIP Funding Street Outreach March 1, 2023 – September 30, 2024	Direct Staffing Costs	\$178,900.00
	Other Direct Costs	\$16,500.00
	Indirect Costs	\$9,770.00
TOTAL		\$886,676.50

- 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. Contractor Payment Request, example of which is attached hereto as Attachment II and incorporated herein by this reference;
 2. Time/Activity Report Attachment IV and Performance Monthly Report Attachment IX, an example of Time/Activity Report Attachment IV and Monthly Performance Report Attachment IX of which are attached hereto as Attachment IV and Attachment IX are incorporated herein by this reference; and
 3. The required supporting documentation set forth in Attachment III, Supporting Documentation Instructions, attached hereto and incorporated herein by this reference. If the required supporting documentation is not provided, COUNTY may delay payment until the documentation is received by COUNTY. COUNTY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement.
- d. 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.

- e. 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-ESGCV1-0009 between HCD and the County of Riverside, whichever comes first.
- f. Disallowed Costs include, but not limited to, any ineligible costs by the program and funder and any costs that can be avoided or minimized under proper management and accounting principles such as late fees and penalty, as determined by HWS and/or any Federal/State funder.”
- g. All HHIP funds shall be expended by September 30, 2024.

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 AMENDMENTS

SUBRECIPIENT shall make no changes to the budget without first obtaining written approval from the COUNTY. Any budget amendments must be requested by the SUBRECIPIENT in writing.

A.7 FINAL REIMBURSEMENT

Unless approved by HWS in writing, all final requests for reimbursement of authorized ESG-CV2 expenditures under this Grant must be submitted to HWS no later than **September 30, 2023** and all final request for reimbursement of authorized HHIP expenditures under this Grant must be submitted to HWS no later than **September 30, 2024**.

B.1 GENERAL REQUIREMENTS

SUBRECIPIENT shall adhere to all applicable provisions outlined in Standard Agreement No. 20-ESGCV1-00009 and IEHP Agreement HWSCoC-0004868, and SUBRECIPIENT shall cooperate with COUNTY in fulfilling its obligations under Standard Agreement No. 20-ESGCV1-00009 (Attachment VI) from March 04, 2020 through September 30, 2023 and HWSCoC-0004868 IEHP Agreement (Attachment VIII) from March 01, 2023 through September 30, 2024. 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 Invitation to Bid (ITB) COARC-005 (Attachment V), and LOI-COARC-006 (Attachment VI), Standard Agreement No. 20-ESGCV1-0009 between HCD and COUNTY (Attachment VII) and HWSCoC-0004868 between IEHP and COUNTY (Attachment VIII). ITB-COARC-005, LOI-COARC-006, Standard Agreement No. 20-ESGCV1-0009 between HCD and COUNTY and HWSCoC-0004868 between IEHP 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. 20-ESGCV1-0009 between HCD and COUNTY from March 04, 2020 through September 30, 2023, (2) HWSCoC-0004868 IEHP Agreement March 1, 2023 through September 30, 2024, (3) this Agreement, (4) ITB-COARC-005, and (5) LOI-COARC-006.
- 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 sub recipients 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 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://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>
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://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/HMIS%20-%20CES%20Account%20Request%20Process.doc>

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 20-ESGCV1-00009

B.3 ESG-CV STREET OUTREACH OUTCOMES (DATA and ANALYSIS):

03/04/2020 – September 30, 2023

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

# of households served <i>(Note: Performance Report should include breakdown of each type e.g. Single Adult, Youth and Families)</i>	125 Households
# of people served <i>(Note: Performance Report should include breakdown of each type e.g. Single Adult, Youth and Families)</i>	125 of Persons
# of households connected with any kind of housing and/or services <i>(Note: Report should include breakdown of # of households connected to each type of housing and services.)</i>	100 Households
# of persons connected with any kind of housing and/or services <i>(Note: Report should include breakdown of # of persons connected to each type of housing and services.)</i>	100 Persons
Percentage of eligible/willing persons served to retain or obtain mainstream benefits	N/A
Percentage of eligible and willing person to maintain or increase income/employment	N/A

B.4 PROJECT DETAIL

Project Component Type:	Service
Funding Costs for:	Street Outreach
Population Focus:	Homeless Clients

B.5 STREET OUTREACH SERVICES
 SUBRECIPIENT will:

- a. Provide Street Outreach services to 460 persons in Riverside County’s Supervisorial District 2 to prevent, prepare and respond to the coronavirus.
- b. Fund a full-time street outreach team to serve the communities in District 4, with a focus on placing individuals into existing emergency housing sites for relief and social distancing related to the coronavirus. The outreach team will target, when possible, the most vulnerable including seniors, unaccompanied women, and veterans.
- c. Focus 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. 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 ELIGIBILITY

Sub recipient will document that all program participants who receive street outreach services must meet the eligibility criteria of paragraph (1) of the “homeless” definition or who meet the criteria under paragraph (4) of the “homeless” definition **and** live in an emergency shelter or other place described in paragraph (1) of the “homeless” definition of 24 CFR § 576.2.

B.7 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.8 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.9 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
 - e. Obtaining Federal, state, and local benefits
 - f. Monitoring and evaluating participant progress
 - g. Providing information and referrals to other providers
 - h. Developing an individualized housing and service plan, including planning a path to permanent housing stability
 - i. 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 medical treatment
 - d. Providing medication and follow-up services.
4. Emergency Mental Health Services: The costs of outpatient treatment of urgent mental health conditions by licensed mental health professionals 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*, including:
 - a. Crisis interventions
 - b. The prescription of psychotropic medications
 - c. Explanation about the use and management of medications

- d. Combinations of therapeutic approaches to address multiple problems
- 5. Transportation— The costs of travel by outreach workers, social workers, medical professionals, or other service providers during the provision of services eligible street outreach services, including:
 - a. The costs of transporting unsheltered people to emergency shelters or other service facilities
 - b. The cost of a participant's travel on public transit
 - c. Mileage allowance for service workers to visit program participants
 - d. Purchasing or leasing a vehicle for staff use in conducting outreach activities, including the cost of gas, insurance, taxes and maintenance for the vehicle
 - e. Costs of staff to accompany or assist participants to use public transportation
- 6. Services Special Populations: The costs of otherwise eligible Street Outreach services that have been tailored to address the needs of the special needs of homeless youth, victims of domestic violence and related crimes/threats, and/or people living with HIV/AIDS who are literally homeless, including:
 - a. Engagement
 - b. Case Management
 - c. Emergency Health Services
 - d. Emergency Mental Health Services
 - e. Transportation
 - f. Housing Assistance

B.10 HMIS

Street Outreach sub recipients are required to enter participants into HMIS at first contact per the ESG and CoC Interim Rule (24 CFR 576 and 578). This helps to ensure coordination between service providers through the Coordinated Entry System (CES) while avoiding duplication of services and participant data and provides an opportunity to document homelessness.

Street Outreach requirements in HMIS:

- 1. Complete enrollment (project start date & demographics)
- 2. Complete Household (Family ID)
- 3. HUD Entry Assessment
- 4. Outreach and Services Engagement (Taken just once per enrollment)
- 5. Outreach and Services Contact (Taken at each contact with client)
- 6. HUD Exit Assessment/Program Dismissal

B.11 STREET OUTREACH 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 sub recipient to program participant to obtain mainstream and other resources as needed.
- 7. Program Discharge/Exit paperwork

B.12 EMERGENCY SHELTER OUTCOMES (DATA and ANALYSIS) 03/04/2020 – September 30, 2023

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

# of households served <i>(Note: Performance Report should include breakdown of each</i>	18 Households
# of people served <i>(Note: Performance Report should include breakdown of each</i>	18 of Persons
# of households to achieve housing stability	14 Households
# of persons to achieve housing stability	14 Persons
Percentage of persons exiting back into Homelessness	No more than 20%
Percentage of eligible/willing persons served to retain or obtain mainstream benefits	80% -100%
Percentage of eligible and willing person to maintain or increase income/employment	80% - 100%

B.13 PROJECT DETAIL

Project Component Type:	Service
Funding Costs for:	Emergency Shelter
Population Focus:	Homeless Clients

B.14 EMERGENCY SHELTER SERVICES
 SUBRECIPIENT shall:

- a. Provide essential services to clients placed in emergency shelter including case management, employment assistance, outpatient health and mental health services, life skills training, and substance abuse treatment. Additionally, SUBRECIPIENT will utilize emergency shelter funds for rehabilitation and shelter operations, including maintenance of the facility.
- b. Will not require occupants to sign leases or occupancy agreements. SUBRECIPIENT should embrace a Housing First approach, offer immediate and low-barrier access to anyone facing a housing crisis. Shelter stays, when deemed necessary, should be limited to the shortest time possible to help participants regain permanent housing.
- c. To provide a safe, secure, and clean place to stay for those who cannot be diverted from the homeless system of care. SUBRECIPIENT is to provide a short-term placement while permanent or more long-term housing options are obtained, and shelter provide support with accessing housing resources in the community.

B.15 ELIGIBILITY

SUBRECIPIENTS must determine that individuals and families meet one or more of HUD's Criteria for Defining Homelessness and assess their vulnerability to ensure that only those individuals or families that have the greatest need for emergency shelter assistance receive ESG-funded assistance. SUBRECIPIENTS will document that all program participants who receive Emergency Shelter assistance meet the eligibility criteria of paragraph (1), (2), or (4) of the "homeless" definition in § 576.2.

Paragraph (1) of the homeless definition:

An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

1. 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;
2. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
3. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or a place not meant for human habitation immediately before entering that institution;

Paragraph (2) of the homeless definition:

An individual or family who will imminently lose their primary nighttime residence, provided that:

1. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
2. No subsequent residence has been identified; and
3. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;

Paragraph (4) of the homeless definition:

Any individual or family who:

1. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the

individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

2. Has no other residence; and
3. Lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, to obtain other permanent housing.

B.16 DIVERSION

Diversion is a strategy that helps people experiencing a housing crisis to identify and access safe alternatives to an emergency shelter quickly. Emergency shelter staff 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.

SUBRECIPIENTS should engage in diversion strategies to reduce new entries into homelessness, cut down on shelter wait lists, reduce demand for limited shelter beds, and to target more intensive homelessness interventions to those with higher needs.

B.17 UNIVERSAL ASSESSMENT

If an individual or family cannot be diverted from the homeless system of care, emergency shelter workers will coordinate with Coordinated Entry so the individual or family can 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. These are taken into consideration with other factors to determine housing and services prioritization.

B.18 ESSENTIAL SERVICES

SUBRECIPIENT may use funds for costs of providing essential services to homeless families and individuals in emergency shelters, and operating emergency shelters. ESG funds may be used to provide essential services to individuals and families who are in an emergency shelter, as follows:

1. **Case management:** The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant is eligible. Component services and activities consist of:
 - a. Using the centralized or coordinated assessment system as required under;
 - b. Conducting the initial evaluation, including verifying and documenting eligibility;
 - c. Counseling;
 - d. Developing, securing, and coordinating services;
 - e. Obtaining Federal, State, and local benefits;
 - f. Monitoring and evaluating program participant progress;
 - g. Providing information and referrals to other providers;
 - h. Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and
 - i. Developing an individualized housing and service plan, including planning a path to permanent housing stability.
2. **Child care:** The costs of child care for program participants, including providing meals and snacks, and comprehensive and coordinated sets of appropriate developmental activities, are eligible. The children must be under the age of 13 unless they are disabled. Disabled children must be under the age of 18. The child-

care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.

3. **Education services:** When necessary for the program participant to obtain and maintain housing, the costs of improving knowledge and basic educational skills are eligible, including:
 - a. Instruction or training in consumer education,
 - b. Health education,
 - c. Substance abuse prevention,
 - d. Literacy, English as a Second Language, and General Educational Development (GED).
 - e. Screening, assessment and testing;
 - f. Individual or group instruction;
 - g. Tutoring;
 - h. Provision of books, supplies and instructional material;
 - i. Counseling; and
 - j. Referral to community resources.

4. **Employment assistance and job training:** The costs of employment assistance and job training programs including classroom, online, and/or computer instruction; on-the-job instruction; and services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential.
 - a. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is an eligible cost.
 - b. Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates.
 - c. Services that assist individuals in securing employment consist of employment screening, assessment, or testing; structured job skills and job-seeking skills; special training and tutoring, including literacy training and prevocational training; books and instructional material; counseling or job coaching; and referral to community resources.

5. **Outpatient Health Services:** Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals. Emergency Solutions Grant (ESG) funds may be used only for these services to the extent that other appropriate health services are unavailable within the community. Eligible treatment consists of:
 - a. assessing a program participant's health problems and developing a treatment plan;
 - b. assisting program participants to understand their health needs;
 - c. providing directly or assisting program participants to obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services;
 - d. providing medication and follow-up services;
 - e. Providing preventive and non-cosmetic dental care.

6. **Legal Services:** Eligible costs are the hourly fees for legal advice and representation by attorneys licensed and in good standing with the bar association of the state in which the services are provided, and by person(s) under the supervision of the licensed attorney, regarding matters that interfere with the program participant's ability to obtain and retain housing. Emergency Solutions Grant (ESG) funds may be used only for these services to the extent that other appropriate legal services are unavailable or inaccessible within the community. Eligible subject matters are:

- a. Child support, guardianship, paternity, emancipation, and legal separation, orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking, appeal of veterans and public benefit claim denials, and the resolution of outstanding criminal warrants.
- b. Component services or activities may include: participant intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling.
- c. Eligible Costs: Fees based on the actual service performed (*i.e.*, fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees. Filing fees and other necessary court costs are also eligible.
- d. Ineligible Costs include: Legal services for immigration and citizenship matters, issues relating to mortgages, and retainer fee arrangements and contingency fee arrangements.
- e. If the sub recipient is a legal services provider and performs the services itself, the eligible costs are the sub recipient's employees' salaries and other costs necessary to perform the services.

7. Life Skills Training: The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance use, and homelessness are eligible costs. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are:

- a. Budgeting resources,
- b. Managing money,
- c. Managing a household,
- d. Resolving conflict,
- e. Shopping for food and needed items,
- f. Improving nutrition,
- g. Using public transportation,
- h. Parenting.

8. Mental Health Services: Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions. ESG funds may only be used for these services to the extent that other appropriate mental health services are unavailable or inaccessible within the community. Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances. Problem areas may include family and marital relationships, parent-child problems, or symptom management. Eligible treatment consists of:

- a. Crisis interventions;
- b. Individual, family, or group therapy sessions;
- c. The prescription of psychotropic medications or explanations about the use and management of medications;
- d. Combinations of therapeutic approaches to address multiple problems.

9. Substance Abuse Treatment Services: Eligible substance abuse treatment services are designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals. ESG funds may only be used for these services to the extent that other appropriate

substance abuse treatment services are unavailable or inaccessible within the community. Eligible treatment consists of:

- a. Participant intake and assessment,
- b. Outpatient treatment for up to 30 days
- c. Group and individual counseling and drug testing are eligible costs
- d. Ineligible costs include: Inpatient detoxification and other inpatient drug or alcohol treatment

10. Transportation: Eligible costs consist of the transportation costs of a program participant's travel to and from medical care, employment, child care, or other eligible essential services facilities. These costs include the following:

- a. The cost of a program participant's travel on public transportation;
- b. If service workers use their own vehicles, mileage allowance for service workers to visit program participants;
- c. The cost of purchasing or leasing a vehicle for the recipient or sub recipient in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes, and maintenance for the vehicle;
- d. The travel costs of recipient or sub recipient staff to accompany or assist program participants to use public transportation.

11. Services for Special Populations: Funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible. The term *victim services* means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

B.19 REHABILITATION

Eligible costs include labor, materials, tools, and other costs for renovation (including major rehabilitation of an emergency shelter or conversion of a building into an emergency shelter).

B.20 OPERATIONS

Eligible costs are:

1. the costs of maintenance (including minor or routine repairs),
2. rent,
3. security,
4. fuel,
5. equipment,
6. insurance,
7. utilities,
8. food,
9. furnishings,
10. Supplies necessary for the operation of the emergency shelter.
11. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.

Ineligible operating or maintenance costs include:

1. Recruitment or on-going training of staff
2. Depreciation

3. Costs associated with the organization rather than the supportive housing project (advertisements, pamphlets about organization, surveys, etc.)
4. Staff training, entertainment, conferences, or retreats
5. Public relations or fund raising
6. Bad debts/late fees
7. Mortgage payments

B.21 OTHER EMERGENCY SHELTER REQUIREMENTS

1. Lead-Based Paint Sub recipients will comply with all lead-based paint requirements and maintain documentation. Generally, these provisions require the recipient to screen for, disclose the existence of, and take reasonable precautions regarding the presence of lead-based paint in leased or assisted units constructed prior to 1978. ESG-funded programs are required to incorporate the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4846), and 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants.
2. Minimum standards for emergency shelters Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards. The sub recipient may also establish standards that exceed or add to these standards but at a minimum must include:
 - a. Structure and materials: The structures must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents.
 - b. Space and security: Each resident must be provided adequate space and security for themselves and their belongings: Each resident must be provided an acceptable place to sleep.
 - c. Interior air quality: Each room or space must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
 - d. Water supply: The water supply must be free from contamination.
 - e. Sanitary facilities: Residents must have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
 - f. Thermal environment: The housing must have any necessary heating/cooling facilities in proper operating condition.
 - g. Illumination and electricity: The structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the structure.
 - h. Food preparation: All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
 - i. Sanitary conditions: The housing must be maintained in a sanitary condition.
 - j. Fire safety:
 - There must be a second means of exiting the building in the event of fire or other emergency.
 - Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a

bedroom. If the unit is occupied by hearing impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.

-The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

Minimum Habitability Standards with Checklist:

<https://www.hudexchange.info/resource/3766/esg-minimum-habitability-standardsfor-emergency-shelters-and-permanent-housing/>

SUBRECIPIENTS must maintain documentation of the completed checklist (or equivalent documentation) should be placed in a file pertaining to the shelter.

3. Violence Against Women Act (VAWA)

The following requirements apply to emergency shelters:

- a. No individual or family may be denied admission to or removed from the emergency shelter on the basis or as a direct result of the fact that the individual or family is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the individual or family otherwise qualifies for admission or occupancy.
- b. The terms "affiliated individual," "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in 24 CFR 5.2003.

4. Prohibition against involuntary family separation The age and gender of a child under age 18 cannot be used as a basis for denying any family's admission to emergency shelter. All shelters funded with federally-originated dollars must adhere to this rule.
5. Safety and Security Sub recipients should have policies and procedures in place which address providing a safe environment for emergency shelter staff and participants. Policies and procedures may vary depending on the location and population being served.
6. Minimum Period of Use Where the sub recipient uses ESG funds solely for essential services or shelter operations, the sub recipient must provide services or shelter to homeless individuals and families at least for the period during which the ESG funds are provided. The sub recipient does not need to limit these services or shelter to a particular site or structure, so long as the site or structure serves the same type of persons originally served with the assistance (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or serves homeless persons in the same area where the sub recipient originally provided the services or shelter.
7. Length of Stay ESG sub recipients must also reassess emergency shelter participants on an ongoing basis, to determine the earliest possible time that a participant can be discharged to permanent housing. Program participants can remain in the emergency shelter for up to 6 months. Sub recipients will discharge participants when they have reached the end of the stay. SUBRECIPIENTS will coordinate with Coordinated Entry to determine whether there are other options for housing available. Every effort should be made to prevent discharging participants to the street or other unsheltered location.

B.22 HMIS

<https://files.hudexchange.info/resources/documents/ESG-Program-HMIS-Manual.pdf>

All Emergency Shelter programs are required to enter participants in to HMIS at first contact per the ESG and CoC Interim Rule (24 CFR 576 and 578). This helps to ensure coordination between service providers through the Coordinated Entry System (CES) while avoiding duplication of services and participant data and provides an opportunity to document homelessness. Projects funded under ESG where the sub recipient is a victim services provider may not enter client-level data into an HMIS; instead, they must use a comparable database to collect client-level data over time and generate unduplicated aggregate reports based on that data.

Emergency Shelter workflow in HMIS:

1. Complete enrollment (project start date & demographics)
2. Complete Household (Family ID)
3. HUD Entry Assessment
4. Annual Assessment (if applicable)
5. HUD Exit Assessment/Program Dismissal

B.23 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 including:
 - a. HMIS Release of Information,
 - b. Notice of Privacy Practices,
 - c. Participant grievance,
 - d. Participant consent form,
 - e. Release of Information if applicable,
 - f. Other sub recipient documentation
3. Identification – if participant does not have ID it should not prevent them from entering the shelter. The case plan may focus on assisting participants with obtaining their ID if it will be needed for housing, employment, benefits, etc.
4. Assessment
5. Case plans – should be focused on housing and addressing barriers to housing.
6. Case notes – should be focused on tasks related to participant plan and participant obtaining housing.
7. Any back-up documentation for services provided to participant. For example, if a participant was provided a bus pass to travel to employment, a copy of that bus pass should be in the participant file.
8. Copies of any documentation provided to the participant. For example, if a participant is given a warning letter for behavioral issues, a copy of that letter should be in the participant file.
9. Participant grievance, if applicable
10. Discharge/Termination forms used by agency

B 33 HHIP STREET OUTREACH OUTCOMES 03/01/2023 – 09/30/2024:

Performance Measurements Outcome Statement Part A:

Outcomes (Data Analysis) are separated between outreach engagements, and people housed.

“Engagements” are individuals who have given consent to receive services from outreach staff and have become part of the outreach staff’s caseload.

“Housed” is total number of unsheltered homeless people that have been permanently housed.

Unduplicated Engagements	People/Households Housed
50	24

STREET OUTREACH Performance Measurements Outcome Statement Part B

Outcomes (Data Analysis) require SUBRECIPIENT to enter services into HMIS for collecting and reporting on HHIP priority metrics as outlined below.

HHIP Priority Measure
of MCP members experiencing homelessness
of MCP members who received care from a street medicine outreach team
of MCP members experiencing homelessness who were successfully engaged in ECM
of MCP members experiencing homelessness receiving at least one housing related community supports, including: <ol style="list-style-type: none"> 1. Housing Transition Navigation 2. Housing Deposits 3. Housing Tenancy and Sustaining Services 4. Recuperative Care 5. Short-Term Post Hospitalization Housing 6. Day Habilitation Programs
MCP members who were successfully housed from January 1, 2023-October 31, 2023

B.37 PROJECT DETAIL

Project Component Type:	Service
Funding Costs for:	Street Outreach
Population Focus:	Homeless Clients

B.38 STREET OUTREACH SERVICES
SUBRECIPIENT will:

- e. Fund (1) full-time street outreach team to serve the City of Lake Elsinore in District 2.
 - a. Target the general unsheltered homeless people throughout Riverside County. The term “unsheltered homeless people” means an individual or family with a primary nighttime residence that is a public or private place not meant for human habitation, such as cars, parks, abandoned buildings, busses, train stations, airports, or camping grounds.
 - b. Focus on working with new engagements they encounter in places not meant for human habitation, who are not yet connected to other agencies providing assistance or case management services. Street outreach should be focused on those who cannot or will not seek services on their own.
 - c. Determine an individual’s vulnerability and willingness or ability to independently access services such as emergency shelter, medical services, and housing, prior to providing street outreach services, to ensure that those with the greatest need are served first.
 - d. Utilize diversion as a strategic service that assists people experiencing a housing crisis to access and identify safe alternatives to emergency shelters and housing services. Outreach staff should be able to execute various forms of diversion techniques to the appropriate situations. Diversion includes services such as: creative problem-solving conversations, family reunification support, conflict resolution mediation, housing search and placement, and obtaining transport to home of residence (bus ticket home).
 - e. If an individual or family cannot be diverted from the homeless system of care, street outreach workers will complete an assessment using the tool approved by the Coordinated Entry System.
 - f. In the event of a County declared emergency, natural disaster or event that presents immediate threat to unsheltered homeless people, SUBRECIPIENT will be required to have emergency procedures in place to provide staff coverage for night and weekend street outreach. SUBRECIPIENT will work alongside CoC to identify, respond and provide services to meet the needs of unsheltered individuals during said event and its immediate aftermath.
 - g. As a condition of the award of Street Outreach funding, SUBRECIPIENT will be required to enroll all street outreach engagements into a Medi-Cal Managed Care Plan, making client wellness a top priority to the street outreach process. Outreach staff will assist with making wellness exams, assist clients with managing and keeping their appointments, and providing transportation to and from wellness appointments.
 - h. Co-facilitate and participate in a county-wide street outreach collaborative that will include other street outreach team/street medicine teams. Teams will meet virtually once a week to coordinate outreach effort; the meeting schedule will be determined and implemented by outreach teams.
 - i. Outreach teams will co-facilitate in-person outreach meetings monthly to collaborate, support street medicine teams(s), refer clients to street medicine services, case conference, and ensure regional coverage; monthly street outreach meetings will be organized and co-facilitated by the Housing Authority.

- j. Accept street outreach referrals from Housing and Workforce Solutions-CoC, All referrals originating from the CoC should initially be responded to within 48 hours of receipt and provide status of outcomes back to the CoC.
- k. Street Outreach staff will assume case management responsibilities for their clients until another entity or agency providing ongoing case management services assumes the role, and a warm hand off has been made. The term “warm hand off” means that a proper introduction has been made between the client(s) and the new service provider, the wellness plan and progress made toward goals have been shared, and all parties understand and consent to the change in service provider. The term “case management” means to assess housing and service needs, arrange, coordinate, and monitor the delivery of individualized services, including:
 1. Using the Riverside County Coordinated Entry System.
 2. Initial evaluation including verifying and documenting eligibility (e.g., verification of homelessness and/or chronic homelessness).
 3. Assist client in obtaining needed documents to be considered “document ready” such as CA identification, social security card, birth certificate, bank statements, letter of homelessness, and all benefit award letters.
 4. Developing an individualized “Wellness Plan” that encompasses housing, services, and wellness.
 5. Assist and support with mapping out and executing the wellness plan.
 6. Counseling or connection to therapeutic supports.
 7. Obtaining Federal, state, and local benefits.
 8. Monitoring and evaluating participant progress and providing added support in areas of need.
 9. Providing information and referrals to other agencies.
 10. Collaborating with other providers and agencies to meet client needs.

B.39 ELIGIBILITY

Sub recipient will document that all program participants who receive street outreach services must meet the eligibility criteria of paragraph (1) of the “homeless” definition or who meet the criteria under paragraph (4) of the “homeless” definition **and** live in an emergency shelter or other place described in paragraph (1) of the “homeless” definition of 24 CFR § 576.2.

B.40 DIVERSION

Diversion is a strategy that helps people experiencing a housing crisis to identify and access safe alternatives to an emergency shelter and housing services quickly. Outreach staff should be able to execute various forms of diversion techniques to the appropriate situations. Diversion includes services such as: creative problem-solving conversations, family reunification support, conflict resolution mediation, housing search and placement, and obtaining transport to home of residence (bus ticket home).

If an individual or family cannot be diverted from the homeless system of care, street outreach workers will complete an assessment using the tool approved by the Coordinated Entry System (CES).

B.41 ASSESSMENT

SUBRECIPIENT must determine an individual’s vulnerability and willingness or ability to independently access services such as emergency shelter, medical services, and housing, prior to providing street outreach services, to ensure that those with the greatest need are served first.

B.42 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 contact, engagement, case management, emergency health and mental health services, and transportation. Specific requirements and eligible costs include:

1. Additional eligible costs: Salaries for outreach staff / street medicine staff.
2. 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).
3. Emergency Mental Health Services: The costs of outpatient treatment of urgent mental health conditions by licensed mental health professionals in community-based settings (e.g., streets, parks).
4. Transportation– The costs of travel by outreach workers, social workers, medical professionals, or other service providers during the provision of services eligible street outreach services.
5. Services Special Populations: The costs of otherwise eligible Street Outreach services that have been tailored to address the needs of the special needs of homeless youth, victims of domestic violence and related crimes/threats, and/or people living with HIV/AIDS who are literally homeless.

B.43 HMIS

Street Outreach subrecipients are required to enter participants into HMIS at first contact per the CoC Interim Rule (24 CFR 576 and 578). This helps to ensure coordination between service providers through the Coordinated Entry System (CES), provides an opportunity to document homelessness, and avoids duplication of services and participant data.

Street Outreach requirements in HMIS:

1. Complete enrollment (project start date & demographics)
2. Complete Household (Family ID)
3. HUD Entry Assessment
4. Outreach and Services Engagement (Taken just once per enrollment)
5. Outreach and Services Contact (Taken at each contact with client)
6. HUD Exit Assessment/Program Dismissal

B.44 COORDINATED ENTRY SYSTEM (CES)

In addition to direct street engagements, SUBRECIPIENT will accept referrals from the Coordinated Entry System (CES) HomeConnect Hotline which operated as a main entry point for persons experiencing homelessness. CES HomeConnect will utilize the outreach coverage schedule to determine which subrecipient is most appropriate to respond.

SUBRECIPIENT shall assist HomeConnect with system backlog. The Coordinated Entry System has individuals and families who have been awarded a housing connection, but require outreach to provide supportive services, navigation assistance, or case management to obtain housing. Outreach staff will coordinate with CES to obtain referrals that are agency appropriate to assist with housing connection backlog.

B.45 STREET OUTREACH 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. Wellness Plan that shows the street outreach provider and program participant developed a plan to assist the program participant in obtaining medical services and permanent housing or sheltered services.
4. Case notes that reflect progress made toward the client's wellness 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

B.46 SCHEDULING AND PARTICIPATION

SUBRECIPIENT shall co-facilitate and participate in a countywide street outreach collaborative that will include other street outreach teams/street medicine teams. Teams will meet virtually once a week to coordinate outreach efforts. The meeting schedule will be determined and implemented by outreach teams. Outreach teams will co-facilitate in-person outreach meetings monthly to collaborate, support street medicine team(s), refer clients to street medicine services, case conference, and ensure regional coverage. Monthly street outreach meetings will be organized and co-facilitate by the Housing Authority.

SUBRECIPIENT will develop an outreach coverage schedule in coordination with COUNTY. Said schedule will be shared with the street outreach collaborative to ensure street outreach coverage across all districts of the county.

. SUBRECIPIENT may, on an as needed basis, be required to participate in outreach responses and events.

B.47 SUBRECIPIENT shall complete and submit the Monthly Performance Report by the 10th business day of the following month. (See Attachment IX)

B.48 FINAL REIMBURSEMENT

Unless approved by HWS in writing, all final requests for reimbursement of authorized HHIP expenditures under this Grant must be submitted to HWS no later than 02/15/2024.

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

City of Lake Elsinore
NAME OF ORGANIZATION

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

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

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

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

Date

City Manager Signature

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

CR50-Vendor Assurance of Compliance

ATTACHMENT II
CONTRACTOR PAYMENT REQUEST

COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

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

From: [Redacted]
Remit to Name
[Redacted]
Remit to Address
[Redacted] [Redacted] [Redacted]
City State Zip Code
[Redacted]
Contract Number

Total amount requested: \$ [Redacted] for the period of [Redacted]

Select Payment Type(s) Below

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

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

\$0.00

Any questions regarding this request should be directed to: [Redacted] Name [Redacted] Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct
[Redacted] Authorized Signature [Redacted] Title [Redacted] Date

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

[Redacted] Purchase Order# (10) [Redacted] Invoice #

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

[Redacted] Program [Redacted] Date
[Redacted] Fiscal [Redacted] Date

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)

ATTACHMENT IV
ESG Time/Activity Report

HUD EMERGENCY SOLUTION GRANT TIME/ACTIVITY REPORT

AGENCY NAME - EMPLOYEE NAME

DATES: (dates for pay period)

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

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

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

Employee Signature	Date
Supervisor Signature	Date



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

Organization Name: _____
 Project Name: _____
 Contact Person: _____ Position: _____
 Email: _____ Phone Number: _____
 Project Start Date: _____ Project End Date: _____
 Total Award Amount: _____

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

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

Part 3: Challenges:

•

Part 4: Request for Training / Technical Assistance

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Part 5: Comments / Remarks

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