

TERMS AND CONDITIONS DOCUMENT

2017 COMPETITION HUD CONTINUUM OF CARE HOMELESS ASSISTANCE PROGRAM CONSOLIDATED APPLICATION



RFP # DPARC-546

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NIGP Codes: 95237, 95249, 95255, and 95278

This RFP is available at the following links:

<http://dpss.co.riverside.ca.us/homeless-programs/housing-and-urban-development>

www.purchasing.co.riverside.ca.us

www.publicpurchase.com

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

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INSTRUCTIONS TO BIDDERS

1. Vendor Registration –All vendors must register their company on the County’s website to receive purchase orders and payments.
2. Prices/Notations – All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately.
3. Period of Firm Pricing – Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after the RFP closing date. If the County elects to do negotiations that require additional time, the County may request bidder’s prices be firm for an additional period of time to complete negotiations and award the contract.
4. Method of Award – The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
5. Return of Bid/Closing Date/Return to – The bid response shall be delivered to **Department of Public Social Services (DPSS)- Homeless Programs Unit by 1:30 p.m. P.T.** on the closing date listed above. Bid responses not received by DPSS by the closing date and time indicated above will not be accepted as part of the evaluation process. The closing date and time and the R.F.P. number referenced above shall appear on the outside of the sealed bid submission. A duly executed copy of the signature page of this bid document must accompany Bidder(s) response. **The County will not be responsible for and will not accept late bids due to delayed mail delivery or courier services unless the bidder can provide written proof from the mail carrier that the mail carrier was at fault.**
6. Auditing – The Subrecipient agrees that Riverside, County the State of California, the Federal government, or designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this contract. Subrecipient agrees to maintain such records for possible audit for minimum of (5) years after final payment, or until closure of pending matter unless a longer period of records retention is stipulated. Subrecipient agrees to allow auditor(s) access to such records during normal business hours and allow interviews of any employees or others who might reasonably have information related to such records. Further, the Subrecipient agrees to include a similar right of Riverside County, the State of California, or the Federal government to audit records and interview staff in any subcontract related to the performance of this contract.
7. Federal Exclusion List- if Federally or State funded, the potential bidder must go to the following website (<https://www.sam.gov/portal/public/SAM>) and submit a printout with their proposal that verifies that the Subrecipient is not listed on the Excluded Parties Listing System (EPLS) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). If awarded a contract, awarded vendor must notify the County immediately if debarred at any time during the contract period.
8. Addendum(s) - if the County issues an addendum for this procurement, it will be the vendor’s responsibility to retrieve all applicable addendum(s) from the DPSS website.

Homeless Assistance Program

1.0 PURPOSE/BACKGROUND

The Department of Public Social Services (DPSS) on behalf of the County of Riverside Continuum of Care is seeking proposals from qualified parties to provide new projects under the 2017 U.S. Department of Housing and Urban Development (HUD) Continuum of Care Homeless Assistance Program Consolidated Application for the County of Riverside.

1.1 BACKGROUND

The U.S. Department of Housing and Urban Development (HUD) will issue a Notice of Funding Availability (NOFA) for the Continuum of Care (CoC) Programs for 2017. Based on the NOFA, the County of Riverside Department of Public Social Services, on behalf of the County of Riverside Continuum of Care, seeks competitive proposals for new:

Permanent Supportive Housing (PSH) that will serve 100 percent chronically homeless families and individuals including youth experiencing chronic homelessness.

Permanent Supportive Housing assistance projects will provide for chronically homeless individuals and families through rental assistance and other eligible benefits as noted below. Additionally, permanent supportive housing assistance projects shall utilize a Housing First approach to identify and assist eligible program participants and assist with program development and implementation. Housing First prioritizes rapid placement and stabilization in permanent housing and does not have service participation requirements or preconditions such as sobriety or a minimum income threshold. The cost for implementing a Housing First program may be included in the Bidder's proposal.

Specifically, Permanent Supportive Housing (PSH) project should include supportive services based on the needs and desires of each program participant and should include the following:

- Removing barriers to accessing services and housing experienced by homeless individuals and families.
- Participating in the CoC's centralized/coordinated assessment system, including assessing the needs of homeless individuals and families requiring assistance and prioritizing those households for assistance.
- Client-centered service delivery tailored to meet the unique needs of each individual or family presenting for services. Participants should not be required to participate in services that they do not believe will help them achieve their goals.
- Prioritizing households most in need for placement into appropriate housing, including those who have been living on the street the longest, homeless families with children living in unsheltered situations and those considered most medically vulnerable.

Since 1996, the County of Riverside (as Collaborative Applicant) has submitted a Consolidated Application to HUD on behalf of agencies serving homeless individuals and families in Riverside County. This Request for Proposal (RFP), issued by the Department of Public Social Services of the County of Riverside, is available to all agencies who wish to participate in the Consolidated Application.

1.2 PROGRAM OBJECTIVES

In anticipation of the 2017 Notice Funding Availability (NOFA) for the U.S. Department of Housing and Urban Development's Continuum of Care Program, The County of Riverside, acting by and through the Department of Public Social Services and as the Continuum of Care Collaborative Applicant, will once again submit a Consolidated Application for funds on behalf of area providers. The availability of funding under this RFP is contingent upon information and requirements as set forth in the 2017 HUD-CoC Program Competition NOFA.

The County is issuing a Request for Proposals (RFP) to agencies that wish to apply for funds available for new projects. The County will act as the sponsor in this competitive application process. Successful applicants will contract directly with the County's Department of Public Social Services.

NOTE: This process has become increasingly competitive, with greater expectations from HUD for local review and prioritization of all projects. An Independent Review Panel will review all required information and will base its recommendations on HUD expectations and priorities, performance evaluation as well as local needs. Given this, all applications must be complete, demonstrate strong project performance based on the specific guidelines of the RFP, and submitted by the deadline.

All new projects that are awarded funding will be subject to the terms and conditions of the FY2017 CoC Program NOFA in which they are awarded and any HUD issued revisions or addenda to that NOFA. Revisions and addenda may be issued in order to communicate changes, revisions or corrections to this RFP.

The 2017 CoC Program Registration Notice is available at:

<https://www.hudexchange.info/resource/5308/fy-2017-coc-program-registration-notice/>

1.3 FUNDING FOR SERVICES

Funding for this RFP has not been finalized. The project(s) selected through this RFP will be placed in Tier 1 or Tier 2 (to be determined by the CoC Board of Governance) of the County of Riverside's 2017 HUD Consolidated Application.

In addition, funds may be available to create new projects through a Permanent Housing Bonus that is based on the overall score and ranking of the county's 2017 HUD CoC Program Consolidated Application. Proposals may also include projects for up to the maximum amount of funding that may be awarded to the county (approximately \$500,000.00) for:

New permanent supportive housing projects that will primarily serve chronically homeless individuals and families, including unaccompanied youth

Qualified bidders must read this document and respond with their qualifications in Attachment A of this RFP (Attachment A is a separate document).

2.0 TIMELINES/IMPORTANT DATES

TIMELINE	DATES
<p>2.1 RELEASE OF REQUEST FOR PROPOSAL</p>	<p>Thursday, June 8, 2017</p>
<p>2.2 MANDATORY TECHNICAL ASSISTANCE Location: DPSS Staff Development 22690 Cactus Avenue Moreno Valley, CA 92553-9024</p>	<p>Tuesday, June 20, 2017 at 10 am to noon</p>
<p>2.3 DEADLINE FOR SUBMISSION OF QUESTIONS Bidders must submit their questions to Rowena Concepcion at rconcepc@rivco.org. All questions shall be posted on the County of Riverside Department of Public Social Services website.</p>	<p>Must be received in writing by: Friday, June 23, 2017 Time: Before 11:00 am Responses to questions will be posted no later than Wednesday, June 28, 2017</p>
<p>2.4 DEADLINE FOR PROPOSALS ALL PROPOSALS MUST BE DELIVERED TO: County of Riverside DPSS 4060 County Circle Drive Riverside, CA 92503 RFP # DPARC-546- 2017 HUD Homeless</p>	<p>On or before Thursday, July 6, 2017 Time: <u>Before 1:30 pm Pacific Time</u></p>
<p>2.5 TENTATIVE DATE FOR AWARDED RFP Depending on when HUD will release the notice of award.</p>	<p>The Bidders are responsible for checking the Continuum of Care website for notice of intent to award at: http://dpss.co.riverside.ca.us/homeless-programs/housing-and-urban-development</p>

2.6 Inquiries: All inquiries must be submitted to the Administrative Services Officer in writing on or before the last day for questions. Please refer to “Section 2.0 Timeline/Dates” for the particular date. Inquiries must reference the section number and title from the RFP.

3.0 PERIOD OF PERFORMANCE

The Period of performance anticipated for this RFP is the operational start date of the project through one year, or effective upon signature of an Agreement by both parties unless terminated earlier.

4.0 DEFINITIONS

- 4.1 “Addendum”** refers to an amendment or modification to the RFP (Request for Proposals).
- 4.2 “Bid”** refers to the proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period of time.
- 4.3 “Bidder”** refers to an individual, firm, partnership or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative.
- 4.4 “Board of Supervisors”** refers to the County of Riverside’s Board of Supervisors.
- 4.5 “Centralized or coordinated assessment system”** means a centralized or coordinated process designed to coordinate program participant intake assessment and provision of referrals. A centralized or coordinated assessment system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.
- 4.6 “Chronically Homeless”** refers to an individual who meets one or more of the following: **a)** is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and **b)** has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last three (3) years; or **c)** can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 U.S.C. 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability; or **d)** an individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or **e)** A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) of this definition, including a family whose composition has fluctuated while the head of household has been homeless. The definition for “chronically homeless” shall be equal to that of HUD’s current definition for chronically homeless. Any deviations contained herein from HUD’s definition shall be superseded by HUD’s definition.
- 4.7 “Collaborative Applicant”** refers to the County of Riverside, acting by and through the Department of Public Social Services, which has responsibility to submit a consolidated HUD Continuum of Care Homeless Assistance application for funds on behalf of service providers. Any deviations contained herein from HUD’s definition shall be superseded by HUD’s definition.
- 4.8 “Subrecipient”** refers to any employee, agent, or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFP, Subrecipient, Vendor, and Bidder are used interchangeably.
- 4.9 “County of Riverside Continuum of Care” or “Continuum of Care” or “CoC”** refers to the network of private and public sector homeless service providers, designed to promote community-

wide planning and the strategic use of resources addressing homelessness. Any deviations contained herein from HUD's definition shall be superseded by HUD's definition.

- 4.10 “County”** refers to the County of Riverside and its Department of Public Social Services. For purposes of this RFP, DPSS and County are used interchangeably.
- 4.11 “HIPAA”** refers to the Health Insurance Portability Accountability Act.
- 4.12 “Homeless Households with Children”** is defined by HUD as households with at least one adult and one child under the age of 18. Any deviations contained herein from HUD's definition shall be superseded by HUD's definition.
- 4.13 “Housing First Model”** as stated in the Notice of Funding Availability (NOFA) for the Fiscal Years 2015 and 2016 Continuum of Care Program Competition, “Housing First is a model of housing assistance that is offered without preconditions (such as sobriety or a minimum income threshold) or service participation requirements, and rapid placement and stabilization in permanent housing are primary goals. Research shows that it is effective for the chronically homeless with mental health and substance abuse disorders, resulting in fewer inpatient stays and less expensive interventions than other approaches. PSH projects should use a Housing First approach in the design of the program.” For more information about Housing First please see the following:
http://usich.gov/resources/uploads/asset_library/Housing_First_Checklist_FINAL.pdf.
<https://www.onecpd.info/news/snaps-weekly-focus-adopting-a-housing-first-approach/>
http://www.endhomelessness.org/pages/housing_first
http://usich.gov/usich_resources/solutions/explore/permanent_supportive_housing
- 4.14 “Permanent Supportive Housing”** as described in the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act Interim Rule for the Continuum of Care Program, permanent supportive housing refers to permanent housing in which supportive services are provided to assist chronically homeless individuals with a disability, or a family with an adult head of household with a disability, to live independently and maintain their housing. Any deviations contained herein from HUD's definition shall be superseded by HUD's definition.
- 4.15 “Rental Assistance”** The rental assistance may be tenant-based, project-based, or sponsor-based, and may be for transitional or permanent housing. Grant funds may be used for security deposits in an amount not to exceed 2 months of rent. An advance payment of the last month's rent may be provided to the landlord, in addition to the security deposit and payment of first month's rent. HUD will only provide rental assistance for a unit if the rent is reasonable. The recipient or sub-recipient must determine whether the rent charged for the unit receiving rental assistance is reasonable in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit. Reasonable rent must not exceed rents currently being charged by the same owner for comparable unassisted units. Any deviations contained herein from HUD's definition shall be superseded by HUD's definition.
- 4.16 “RFP”** refers to Request for Proposal.
- 4.17 “Subrecipient”** refers to the relationship that exists when funding from a pass-through entity (i.e., DPSS) is provided to perform a portion of the scope of work or objectives of the pass-through entity's award agreement with HUD.

5.0 EVALUATION PROCESS

5.1 EVALUATION

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

- a) Responses to Attachment “A” HUD Homeless Bidder Proposal Response;
- b) Bidder’s experience and ability;
- c) Technical capability and project methodology;
- d) Cost effectiveness;
- e) HUD’s Policy Priorities as described below;
- f) The Continuum of Care Independent Review Panel will review and rank applications locally. Any member of the CoC who is making an application or is affiliated with an organization that is making an application will not participate in the ranking process or otherwise influence those that are ranking the applications. Applications will be reviewed in the following areas:
 - i. Eligibility of proposed activity.
 - ii. Applicant eligibility.
 - iii. Applicant spending history on current homeless assistance grants, if applicable.
 - iv. Eligibility of population to be served.
 - v. Capacity of the project sponsor to perform as proposed, including progress data related to any current or prior CoC project.
 - vi. Letters of commitment for matching funds.
 - vii. Participation within the Continuum of Care.
 - viii. Participation in the CoC Coordinated Entry System
 - ix. The project must fill an identified gap/priority in the Continuum of Care system and be consistent with the goals and objectives of the system.
 - x. Utilization and collaboration with other community agencies for provision of services.
 - xi. Agreement to participate in the local HMIS system.

New applications that are selected to be included in the County’s consolidated application will be judged by HUD both individually, and as a part of the complete consolidated application.

HUD will assess, as part of the project review process, applicant eligibility, capacity and quality. This review also considers an applicant’s spending history on current homeless assistance grants, if applicable.

Applicants conditionally selected for funding under the Continuum of Care Program will be required to provide additional information in the form of a technical submission within 30 days of notification by HUD Los Angeles of the project’s conditional approval.

Applicants will be notified of the CoC review results via email upon approval of the CoC Board of Governance within 30 days of the review date.

5.2 REVIEW

All proposals will be given thorough review. All contacts during the bidding process and review selection phase must contact the Administrative Services Officer. Attempts by the Applicant to contact any other County representative may result in disqualification of the Applicant.

5.3 MATERIAL CONFIDENTIALITY

All evaluation material will be considered confidential and not released by the County.

5.4 HUD'S HOMELESS POLICY AND PROGRAM PRIORITIES

FY 2017 CoC applications submitted to HUD for the CoC Program Competition will be evaluated in part based on the extent to which the CoC demonstrates efforts in place that further the achievement of HUD's goals through community-level implementation of the homeless policy priorities and activities listed below.

Specifically, the FY 2016 CoC Program Competition prioritizes CoC and project applications that address the goals as articulated in HUD's Strategic Plan and *Opening Doors: Federal Strategic Plan to Prevent and End Homelessness (Opening Doors)*.

- 5.4.1 Opening Doors: End chronic homelessness by 2016;
- 5.4.2 Opening Doors: End veteran homelessness by 2015;
- 5.4.3 Opening Doors: End family and youth homelessness by 2020.

A. Policy Priorities. This section explains HUD's Policy

1. Create a systemic response to homelessness. In addition to having the right programs to end homelessness, CoCs should be developing the systemic supports that ensure homeless assistance is well coordinated, well managed, inclusive, transparent, and achieves positive outcomes.

- a. Measure System Performance. HUD has developed system performance measures to assess the overall impact of a CoC's homeless assistance efforts. These measures track the average length of homeless episodes, rates of return to homelessness, and other factors that determine whether a CoC is effectively serving people experiencing homelessness. CoCs should be using these measures and analyzing how they can improve their system to achieve better performance.
- b. Create an effective Coordinated Entry process. Coordinated entry is a key step in assessing the needs of homeless individuals and families and prioritizing them for assistance. In addition to engaging people who are seeking assistance, Coordinated Entry processes should be integrated with communities' outreach work to ensure that people living in unsheltered locations are prioritized for help. Coordinated Entry should achieve several goals:
 - i. make it easier for persons experiencing homelessness or a housing crisis to access the appropriate housing and service interventions;
 - ii. prioritize persons with the longest histories of homelessness and the most extensive needs;
 - iii. lower barriers to entering programs or receiving assistance; and,
 - iv. ensure that persons receive assistance and are housed as quickly as possible.
- c. Promote participant choice. CoCs should do everything they can to support the choices made by persons experiencing homelessness. For example, some persons may prefer programs where residents are focused on obtaining support to recover from substance use disorders. While these projects often include many housing first features, they may also be alcohol and drug free to support the continued sobriety of their participants. Another example is the choice of where to live. Most persons experiencing homelessness struggle to balance the cost and quality of their available housing options. Whenever possible, programs should support participant's choices.

d. Plan as a system. CoCs should be coordinating homeless assistance and mainstream housing and service providers to ensure that people experiencing homelessness receive assistance as quickly as possible and that the assistance is focused on helping them obtain and retain housing. CoCs should be monitoring each provider's performance, eligibility criteria, target populations, and cultural competence. They should also ensure that providers work together when a participant is moving from one program to another or when more than one program is serving the same person.

e. Make the delivery of homeless assistance more open, inclusive, and transparent. CoCs should ensure that the needs of all individuals and families experiencing homelessness are represented within the CoC structure by including persons who have experienced homelessness throughout the planning process and in leadership and oversight roles. CoCs should also include organizations representing persons fleeing domestic violence, the Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ) community, victims of human trafficking, unaccompanied youth, individuals with disabilities and different types of disabilities, and other relevant populations in their planning body. These steps ensure that service delivery is client-centered and culturally competent.

2. Strategically allocate resources. Using cost, performance, and outcome data, CoCs should improve how resources are utilized to end homelessness, including CoC and ESG Program funds, state and local funds, public and assisted housing units, mainstream service resources such as Medicaid, Child Care and Development Fund (CCDF), Head Start, Maternal, Infant and Early Childhood Home Visiting (MIECHV), and philanthropic efforts. CoCs should manage the performance of all projects in the community and reallocate resources whenever doing so will better help them end homelessness. Steps to consider:

a. Comprehensively review project quality, performance, and cost effectiveness. CoCs should use objective, performance based scoring criteria and selection priorities that are approved by the CoC to determine the extent to which each project addresses HUD's policy priorities. CoCs should reallocate funds to new projects whenever reallocation would improve outcomes and reduce homelessness. CoCs should consider how much each project spends to serve and house an individual or family as compared to other projects serving similar populations.

b. Maximize the use of mainstream and other community-based resources. CoCs should educate all stakeholders in the community about mainstream resources and funding opportunities, particularly new opportunities made available under the Affordable Care Act. Additionally, CoCs and homeless assistance providers should partner with other stakeholders within the community, such as Public Housing Agencies (PHAs), philanthropic organizations, and other agencies and organizations that have resources that could serve persons experiencing homelessness.

c. Review transitional housing projects. Recent research shows that transitional housing is generally more expensive and achieves similar or worse outcomes than other housing models serving similar populations. HUD recognizes that transitional housing may be an effective tool for addressing certain needs—such as housing for underage homeless youth experiencing homelessness, safety for persons fleeing domestic violence, and assisting with recovery from addiction. HUD strongly encourages CoCs and recipients to carefully review the transitional housing projects within the CoC's geographic area for cost-effectiveness, performance, and for the number and type of eligibility criteria to determine whether it should be reallocated to rapid rehousing or another model.

d. Integration. Recipients must administer their programs and activities in the most integrated setting appropriate to the needs of qualified individuals with disabilities. Recipients operating projects serving chronically homeless individuals and families must ensure individuals with disabilities can interact with individuals without disabilities to the fullest extent possible.

3. End chronic homelessness. To end chronic homelessness by 2017, HUD encourages three areas of focus:

a. Target persons with the highest needs and longest histories of homelessness for existing and new permanent supportive housing. CoCs should prioritize chronically homeless individuals, youth, and families who have the longest histories of homelessness and the highest needs for new and turnover units by implementing Notice CPD 14-012: Prioritizing Persons Experiencing Chronic Homelessness in Permanent Supportive Housing and Recordkeeping Requirements for Documenting Chronic Homeless Status.

<https://www.hudexchange.info/resource/3897/notice-cpd-14-012-prioritizing-persons-experiencing-chronic-homelessness-in-psh-and-recordkeeping-requirements/>

b. Increase units. CoCs should create new permanent supportive housing units that are dedicated to individuals, youth, and families experiencing chronic homelessness; and, if CoCs have not already done so, dedicate existing permanent supportive housing units to those experiencing chronic homelessness. There are numerous ways a community can increase permanent supportive housing units, including applying for CoC Program funds, partnering with PHAs for rental assistance, and strengthening connections to Medicaid to pay for services in permanent supportive housing.

c. Improve Outreach. To decrease the number of persons experiencing chronic homelessness in a community, the community must identify and continually engage all persons who are currently experiencing sheltered or unsheltered chronic homelessness and those who are in jeopardy of experiencing chronic homelessness. This includes ensuring effective communication with individuals with disabilities and taking reasonable steps to ensure meaningful access to services, programs, and activities by persons with Limited English Proficiency (LEP persons).

4. End family homelessness. Most families experiencing homelessness can be housed quickly and stably using rapid rehousing. Some will need the long-term support provided by a permanent housing subsidy or permanent supportive housing. CoCs should ensure that families can easily access housing assistance tailored to their strengths and needs and, through partnerships, increase access to mainstream affordable housing. For most CoCs this will require expanding rapid rehousing programs. HUD encourages CoCs to use reallocation to create new rapid rehousing projects and to use ESG and other funding sources to expand rapid rehousing assistance.

5. End youth homelessness. CoCs should understand the varied and unique needs of youth experiencing homelessness, and reach out to youth-serving systems and providers to encourage their active participation in the CoC. CoCs and youth serving organizations should work together to develop resources and programs that better end youth homelessness and meet the needs of homeless youth, including LGBTQ youth. HUD recipients must comply with HUD's final rule, Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity,

<https://www.hudexchange.info/resource/1991/equal-access-to-housing-final-rule/>

which requires that HUD-assisted and HUD-insured housing programs are made available to all otherwise eligible individuals and families regardless of actual or perceived sexual orientation, gender identity, or marital status. Please see also Notice CPD-15-02: Appropriate Placement for Transgender Persons in Single –Sex Emergency Shelters and Other Facilities.

<https://www.hudexchange.info/resource/4428/notice-cpd-15-02-appropriate-placement-for-transgender-persons-in-single-sex-emergency-shelters-and-other-facilities/>

When evaluating the performance of youth programs, CoCs should take into account the specific challenges faced by youth experiencing homelessness. When CoCs identify lower performing youth

serving projects, they should seek to reallocate funds from those projects to projects that will achieve better outcomes for youth. In coordination with mainstream programs, CoCs should also consider how they can best serve young people who are fleeing domestic violence, human trafficking, or who are exchanging sex for housing.

6. End veteran homelessness. Ending veteran homelessness is within reach for many communities, and CoCs should take specific steps to reach this goal including prioritizing veterans and their families for assistance when they cannot be effectively assisted with VA services, and coordinating closely with veteran serving organizations and VA-funded housing and services. Communities that have effectively ended veteran homelessness should continuously assess the performance of the homeless assistance system to ensure the continued achievement by periodically reviewing the criteria and benchmarks established by HUD, VA, and USICH.

7. Use a Housing First Approach. Housing First is an approach to homeless assistance that prioritizes rapid placement and stabilization in permanent housing and does not have service participation requirements or preconditions such as sobriety or a minimum income threshold. Projects using a Housing First approach often have supportive services; however, participation in these services is based on the needs and desires of program participants. Following are specific steps to support a Housing First approach:

- a. Use Data to quickly and stably house homeless persons. Programs that use a Housing First approach should be moving individuals and families quickly into permanent housing. CoCs should measure the length of time it takes for programs to move households into permanent housing and help providers improve performance.
- b. Engage landlords and property owners. Identify and recruit landlords of units in the geographic area so that when an individual or family needs housing, potential units that those individuals or families may choose from have already been identified, speeding up the housing process. Landlord engagement can be undertaken by each homeless assistance provider or consolidated so that one or a few organizations engage landlords on behalf of many providers.
- c. Remove barriers to entry. CoCs should review project-level eligibility criteria for all programs and remove any barriers to accessing housing and services. Persons experiencing homelessness should not be screened out of or discouraged from participating in programs because they have poor credit history, or lack income or employment. People with addictions to alcohol or substances should not be required to cease active use before accessing housing and services.
- d. Adopt client-centered service methods. All projects should ensure housing and service options are tailored to meet the unique needs of each individual or family presenting for services and that program participants have access to the services that they reasonably believe will help them achieve their goals. However, program participants should not be required to participate in services and cannot be required to participate in disability-related services.

6.0 GENERAL PROPOSAL SUBMITTAL

- 6.1** All proposals must be submitted in accordance with the standards and specifications contained within this RFP and must contain a cover page **Tab B** with a certification of intent to meet the requirements specified.
- 6.2** The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the proposal.
- 6.3** The County shall not pay any costs incurred or associated in the preparation of this or any proposal or for

participation in the procurement process.

- 6.4** Modification of Proposals, any bidder who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal in order to make the modifications. All modifications must be made in ink, properly initialed by bidder's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the bidder to ensure that modified proposals are resubmitted before the RFP submittal deadline.
- 6.5** Bidders may withdraw their proposals at any time prior to the due date and time by submitting notification of withdrawal signed by the bidder's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.
- 6.6** **Late proposals will not be accepted. Postmarks will not be accepted in lieu of this requirement. Proposals submitted to any other County office will be rejected.**
- 6.7** All proposals shall be signed by an authorized agent and placed in a sealed package clearly marked "**Bidder Proposal. RFP # DPARC-546 – 2017 HUD Homeless**"
- 6.9** One (1) original and in a 3-ring binder for ease of opening by evaluators. Subrecipients shall submit one (1) (Microsoft Word or PDF document formatted on a virus free flash drive in the **original binder** only.
- 6.10** Binder capacity should be a minimum of 2" (two inches) to allow for ease of referencing various sections. (Small binders that are over stuffed or difficult to open may count against the bidder).
- 6.11** Proposals must be typed uniformly on letter size (8 ½ " x 11") sheets of white paper, single sided or double sided, each section clearly titled, with index dividers labeled Tabs A – I, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be signed and included in the proposal.
- 6.12** The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. Examples of previous work may be submitted but will not necessarily influence the evaluation process. A letter format in sufficient detail to allow thorough evaluation and analysis is required.
- 6.13** All work papers prepared in connection with the contractual services will remain the property of the successful bidder; however, all reports rendered to the County are the exclusive property of the County and subject to its use and control.

7.0 CONFIDENTIALITY AND PROPRIETARY DATA

Subsequent to the County's evaluation, proposals, which were required to be submitted in response to the solicitation process, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Qualification marked "trade secret", "confidential", or "proprietary" the Vendor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Where applicable, Federal regulations may take precedence over this language. If a Subrecipient's proposal is accepted and an agreement is made with the County, then the Subrecipient will be required to sign the most current HIPAA Business Associate Addendum (If applicable). If the County revises the HIPAA Associate Addendum, the Subrecipient shall sign a new agreement as it becomes available and adhere to the new requirements.

8.0 INTERPRETATION OF RFP

The Subrecipient must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any Subrecipient planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFP will be made only by written addendum and may be posted at County of Riverside DPSS website at <http://dpss.co.riverside.ca.us/homeless-programs/housing-and-homeless-coalition>. The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9.0 CONTRACTUAL DEVELOPMENT

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

10.0 HIPAA BUSINESS ASSOCIATE ADDENDUM

The bidder shall review the HIPAA Business Associate Agreement, attached hereto as Attachment I located in the Sample Agreement Exhibit A, to warrant that, under the Health Insurance Portability

and Accountability ACT (HIPAA), 42 U.S.C. 1320d et seq. and its 162, and 164 (“Privacy Rule and Security Rule”), the bidder will comply with the Security Rule as a Business Associate, if under an agreement arising from this RFP, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of Title 45 of the Code of Federal Regulations.

11.0 CANCELLATION OR MODIFICATION OF PROCUREMENT PROCESS

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

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

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

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

12.0 COUNTY OBSERVED HOLIDAYS

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	Second Tuesday in February
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 12
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

*** Note:**

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

**EXHIBIT A
SAMPLE AGREEMENT**

**Riverside County Department of Public Social Services
Contracts Administration Unit
10281 Kidd Street
Riverside, CA 92503**

AGREEMENT:

SUBRECIPIENT:

ACTIVITIES:

TERM:

**MAXIMUM REIMBURSABLE
AMOUNT:**

HUD PROJECT NUMBER:

RECITALS

This Agreement is made and entered into by and between the County of Riverside, hereinafter referred to as "County," and the «picklist:Select Vendor:Vendor:riv_vendor», hereinafter referred to as the "Subrecipient."

WITNESSETH

WHEREAS, the County has entered into a grant agreement with the United States Department of Housing and Urban Development (HUD), hereinafter referred to as the "Grantor," pursuant to the Continuum of Care Program Rule (CFDA 14.267), codified as 24 CFR 578 and Subtitle C of Title IV of the Stewart B. McKinney-Vento Homeless Assistance Act as amended by S. 896 the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, 42 U.S.C. 11381 et seq.; and

WHEREAS, the Department of Public Social Services, hereinafter referred to as "DPSS," has been designated by the County to provide coordination and administration of the County's Continuum of Care Program, as described in the County's grant agreement with the Grantor.

NOW THEREFORE, DPSS and the Subrecipient do hereby covenant and agree that the Subrecipient will provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein this Agreement.

Authorized Signature for County:	Authorized Signature for
Printed Name of Person Signing:	Printed Name of Person Signing:
Title:	Title:
Address: 10281 Kidd St. Riverside, CA 92503	Address:
Date Signed:	Date Signed:

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LIST OF EXHIBITS

EXHIBIT A – Project Application

EXHIBIT B – 2-1-1 Riverside County Agency Registration Form

EXHIBIT C – 2-1-1 Riverside County Program Registration Form

EXHIBIT D – Administrative Handbook for HUD Funded Continuum of Care Programs

EXHIBIT E – Tenant Change Notice Form

EXHIBIT F – Certification of Tenant Roll Form

EXHIBIT G – Assurance of Compliance

I. DEFINITIONS

As used in this Agreement, the following terms are defined below unless the context indicates otherwise.

- A. The term “2-1-1” refers to 2-1-1 Riverside County—a designated 3-digit number that allows callers to receive up-to-date information and referrals to health and human service agencies.
- B. The term “Application” refers to the approved application and its submissions prepared by the Subrecipient, which is the basis on which HUD approved the grant.
- C. The term “APR” refers to the Annual Performance Report.
- D. The term “Draw Down” refers to the wire transfer system called Line of Credit Control System - Voice Response System (LOCCS – VRS).
- E. The term “DPSS” refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- F. The term “HMIS” refers to the Riverside County Homeless Management Information System.
- G. The term “Participants” refers to individuals who utilize Supportive Housing Services, including referral services or individuals who are residents or former residents of the housing project.
- H. The term “Project” refers to housing and/or supportive services for facilitating the movement of homeless individuals through the Continuum of Care into independent permanent housing.
- I. The terms “Subrecipient” or “Subrecipient” refer to the entity under agreement with DPSS to operate the project on a daily basis.
- J. The term “Subcontract” refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Subrecipient with a subSubrecipient to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- K. The term “SubSubrecipient” means any supplier, vendor, or firm, that furnishes supplies, materials, equipment, or services to or for the Subrecipient or another subSubrecipient.
- L. The term “Continuum of Care Program (CoC Program)” refers to the HUD grant program to promote transitional housing, permanent housing and supportive services to homeless individuals.
- M. The term “Technical Submission” refers to the approved documents prepared by the Subrecipient and submitted to HUD after the HUD grant award.

II. DPSS RESPONSIBILITIES

- A. DPSS shall assure that the services provided by the Subrecipient comply with all applicable federal, state, county, and local government laws, rules, regulations, policies and procedures.
- B. DPSS shall assign staff to serve as liaison and program coordinator between DPSS and the Subrecipient. This staff will provide the Subrecipient programmatic consultation and advise the Subrecipient of all-pertinent existing guidelines and regulations. Additionally, the staff will provide or arrange for consultation and technical assistance to the Subrecipient as needed.
- C. DPSS will assign staff to monitor the performance of the Subrecipient in performing the terms, conditions, and specifications of this Agreement. DPSS, at its sole discretion, may monitor the performance of the Subrecipient through any combination of the following methods which may include, but are not limited to: 1) periodic

reviews, including on-site visits; (2) evaluations of the quantity or level and quality of services provided by the Subrecipient; (3) annual inspection of all available fiscal statements and other records maintained by the Subrecipient; and (4) annual statements that the Subrecipient is required to complete under this Agreement.

III. SUBRECIPIENT RESPONSIBILITIES

- A. The Subrecipient shall be responsible for the overall administration of the Project, including overseeing all subSubrecipients, housing placement and assistance (i.e. rental assistance, leasing), client services, and case management, medical care, social services support, and legal support. The Subrecipient will also provide client linkages to other sources of support. The Subrecipient will keep records and reports established to carry out the program in an effective and efficient manner. These records and reports must include racial and ethnic data on participants for program monitoring and evaluation.
- B. The Subrecipient shall provide services as set forth in the Project Application, attached hereto as **Exhibit A**, and incorporated herein by these references.
- C. The Subrecipient shall register its agency and/or program, as funded by DPSS, with 2-1-1 Riverside County, by faxing the 2-1-1 registration forms attached hereto as **Exhibits B and C**, respectively, and incorporated herein by these references, to (951) 686-7417. Registration is to take place at the time of execution of this Agreement, and updated on a quarterly basis, at minimum, if agency and/or program changes occur through the term of this Agreement.

For general inquiries regarding agency and/or program registration, Subrecipients may contact 2-1-1 by one of the following methods:

Telephone	(800) 464-1123 or (951) 686-4402 Monday through Friday - 8:00 am to 5:00 pm
U.S. Postal Service	P.O. 5376, Riverside, CA 92517-5376
E-mail	211Updateinfo@connectRiverside.org

- D. The Subrecipient will be responsible for assuring that persons served under the terms of this Agreement meet the criteria specified in federal law for participants served under the Continuum of Care Program.
- E. The Subrecipient shall comply with the policies and procedures in the DPSS Administrative Handbook for HUD Funded Programs, attached hereto as **Exhibit D** and incorporated herein by this reference, and all laws applicable to the provision of services under this program. If required, this Agreement will be amended to reflect any additional requirements detailed in the Handbook.
- F. The Subrecipient shall comply with the Educational Assurance requirements as stipulated in the McKinney-Vento Homeless Education Assistance Improvements Act.
- G. The Subrecipient agrees to participate in the Homeless Management Information System (HMIS).
 - 1. Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, and entering required client data on a regular basis.
 - 2. DPSS retains the rights to the HMIS and case-management software application used in the operations of this property. DPSS grants the Subrecipient an exclusive perpetual license to use the HMIS software for the term of this Agreement.
 - 3. The Subrecipient shall ensure that employees using HMIS for client intake capture all required data fields, as set forth in the County of Riverside Continuum of Care's HMIS Policies and Procedures Manual, which is located on the DPSS website: <http://dpss.co.riverside.ca.us/homeless-programs>.
 - 4. The Subrecipient must maintain a valid HMIS End User Agreement on file with DPSS, which is located on the DPSS website: <http://dpss.co.riverside.ca.us/homeless-programs>.

IV. FISCAL PROVISIONS

A. OBLIGATION

The Subrecipient shall be reimbursed by HUD, utilizing a draw down process, for an amount not to exceed the contract amount. The County shall be reimbursed by HUD for an amount not to exceed the contract amount. Said funds shall be spent according to the budget shown below.

BUDGET CATEGORY	Total
SUPPORTIVE SERVICES	\$ _____
OPERATING COSTS	\$ _____
HMIS – SOFTWARE	\$ _____
ADMINISTRATIVE COSTS (SUBRECIPIENT)	\$ _____
SUBRECIPIENT TOTAL	\$ _____
ADMINISTRATIVE COSTS (COUNTY)	\$ _____
GRANT TOTAL	\$ _____

The Subrecipient must match all grant funds except for leasing funds with no less than 25% of funds or in kind contributions from other sources. Match must be used for the costs of eligible activities (**Exhibit A**).

Coordinated Entry System: HUD has defined a CES as a Supportive Services Only (SSO) project and as such, a proposed budget can only include supportive services, homeless management information system (HMIS) costs, and administration costs that cannot exceed seven percent of the grant request. Thus, a 25% match is required for these budgeted expenses. For CES, funding for operations that or rental assistance are not allowed by HUD. However, a funding request to operate a supportive service facility in a leased structure and is allowed. The cost would be included in the supportive services budget.

B. METHOD, TIME, AND CONDITION OF PAYMENTS

1. The Subrecipient shall submit to DPSS a monthly claim in accordance with the Administrative Handbook (**Exhibit D**).
2. The Subrecipient shall ensure that funds provided under this Agreement are not used to pay developer’s fees, to establish working capital, or operate deficit funds.

a. Cash Match Documentation

The Subrecipient shall provide cash match documentation as set forth in this Agreement and the Project Application (**Exhibit A**). Cash match documentation must be submitted with monthly billing claims. DPSS will verify utilization of the cash match through a monthly desk review and on-site monitoring visits. Matching funds provided by the Subrecipient must be money provided to the project by one or more of the following: the Subrecipient, the federal government, state and local governments, and/or private resources. Non-cash resources such as in-kind contributions of goods or services may be used to fulfill matching funds requirements. Matching funds provided by state or local government used in a matching contribution are subject to maintenance of effort requirements.

- b. In the event that the Subrecipient does not meet the requirements in paragraph 2.a. above, DPSS reserves the right to suspend or terminate this Agreement.

C. BUDGET MODIFICATIONS

Minor changes are departures from the initial application that do not substantially affect the grant. All requests for minor changes must be approved in writing by DPSS prior to implementing the change. No requests will be approved retroactively.

- a. Changes within a Budget Category

Changes can be made to individual line items within a category, if all of the following conditions are met:

- i. The total amount of the Agreement does not change;
- ii. The Subrecipient delivers a written request to DPSS, that adequately documents the need for a change and specifically identifies the items to be reduced/increased;
- iii. The modification cannot remove any line item that was included in the original Application or Technical Submission (if applicable);
- iv. Modification requests (i.e., other than rollovers) must be submitted to DPSS no later than **thirty (30) days** after the end of the grant period.

b. Changes between Budget Categories (up to 10 percent)

Changes can be made between categories of up to 10 percent over the life of the grant, if all of the following conditions are met:

- i. The total amount of the Agreement does not change;
- ii. The Subrecipient delivers a written request to DPSS, that adequately documents the need for a change and specifically identifies the categories and line items to be reduced/increased;
- iii. The modification cannot remove any line item that was included in the original Application or Technical Submission (if applicable);
- iv. Modification requests (i.e., other than rollovers) must be submitted to DPSS no later than **forty-five (45) days** prior to the end of the grant period.

1. Major changes are departures from the initial application that substantially affect the grant. All requests for major changes must be approved in writing by DPSS prior to implementing the change. No requests will be approved retroactively. The following are examples of significant changes:

- a change in project site;
- additions and deletions of eligible activities;
- a shift of 10 percent or more of funds from one approved activity to another over the life of the grant;
- a change in the target population; or
- a change in the number of participants to be served.

a. Conditions for Approval

Changes may be approved if all of the following conditions are met:

- i. The Subrecipient delivers a written request to DPSS, no later than **ninety (90) days** prior to the end of the grant, and adequately documents the need for change; and
- ii. approval is received by HUD.

b. Requests for Approval

Request will be forwarded to HUD for their approval and any one of the following will take place:

- i. HUD will approve change as requested;
- ii. HUD will approve change and reduce dollars;
- iii. HUD will deny request.

c. Budget Rollover of unused funds (multi-year grants only)

The Subrecipient may request that unused funds from a prior operating year be rolled over into the next operating year, if all of the following conditions are met:

- i. The total amount of the Agreement does not change;

- ii. The Subrecipient delivers a written request to DPSS, no later than **forty-five (45) days** prior to the end of the grant period, and adequately documents the need for a change;
- iii. The Subrecipient specifically identifies the categories, line items, and rolls the funds over to the same approved categories and line items for the following operating year;
- iv. The Subrecipient meets the approved match for the unused funds even if the match is different from the approved match from the prior operating year.

D. DISBURSEMENT OF FUNDS

DPSS shall disburse funds under this Agreement to the Subrecipient as follows:

1. The Subrecipient shall submit claims for reimbursement pursuant to the Budget listed in section IV.A. on a monthly basis.
2. Administrative costs are costs associated with accounting for the use of grant funds, preparing reports for submission to HUD, obtaining program audits, similar costs related to administering the grant after the award, and staff salaries associated with these administrative costs.

E. UNEXPENDED FUNDS AND CLOSE-OUTS

1. The Subrecipient shall complete all necessary closeout procedures, including the APR, required by DPSS within a period of not more than **sixty (60) calendar days** from the expiration date of this Agreement. This time period will be referred to as the financial closeout period. After the expiration of the financial closeout period, those funds not paid to the Subrecipient under this Agreement shall be recaptured by HUD. DPSS is not liable for any expenses or costs associated with this Agreement after the expiration of the financial closeout period.
2. The Subrecipient, if required to have an A-133 audit, shall provide a final financial audit for activities performed under this Agreement within thirty (30) days from finalization of audit.

F. INSPECTION AND AUDITS

1. The Subrecipient shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Subrecipient shall maintain these records for seven (7) years after final payment has been made or until all pending DPSS, state, and federal audits, if any, are completed, whichever is later. If a restrictive covenant is in effect, records shall be maintained until the covenant expires.
2. Authorized representatives of DPSS and the federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right, upon request, to inspect or otherwise evaluate the work performed under this Agreement and the premises in which it is being performed.
3. This access to records includes, but is not limited to, service delivery, referrals, and financial and administrative documents for seven (7) years after final payment was made, or until all pending county, state, and federal audits are completed, whichever is later.
4. Should the Subrecipient disagree with any audit conducted by DPSS, the Subrecipient shall have the right to employ a licensed, Certified Public Account (CPA) to prepare and file with DPSS a certified financial and compliance audit (in compliance with generally accepted government auditing standards) of related services provided during the term of this Agreement. The Subrecipient will not be reimbursed by DPSS for such an audit.
5. In the event the Subrecipient does not make available its books and financial records at the location where they are normally maintained, the Subrecipient agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting any audit.
6. All Agreement deliverables and equipment furnished or utilized in the performance of this Agreement shall be subject to inspection by DPSS at all times during the term of this Agreement. The Subrecipient shall

provide adequate cooperation to any employee assigned by DPSS in order to permit their determination of the Sub-recipient's conformity with specifications and adequacy of performance and services being provided in accordance with this Agreement.

G. WITHHELD PAYMENTS

1. Unearned payments under this Agreement may be suspended or terminated if grant funds to DPSS are suspended terminated, or if the Subrecipient refuses to accept additional conditions imposed on it by HUD or DPSS.
2. DPSS has the authority to withhold funds under this Agreement pending a final determination by DPSS of questioned expenditures or indebtedness to DPSS arising from past or present agreements between DPSS and the Subrecipient. Upon final determination by DPSS of disallowed expenditures or indebtedness, DPSS may deduct and retain the amount of the disallowed or indebtedness from the amount of the withheld funds.
3. Payments to the Sub-recipient may be withheld by DPSS if the Subrecipient fails to comply with the provisions of this Agreement.

H. FISCAL ACCOUNTABILITY

1. The Sub-recipient agrees to manage funds received through DPSS in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; and adhere to accounting standards established in OMB Circulars A-110, A-122, and A-133.
2. The Sub-recipient must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, the Sub-recipient must develop an accounting procedure manual. Said manual shall be made available to DPSS upon request or during fiscal monitoring visits.

I. AVAILABILITY OF FUNDING

Funding for this Agreement is subject to the continuing availability of funds provided to DPSS during the Agreement period. DPSS will inform the Sub-recipient, immediately upon notice from HUD, of any limitation of the availability of funds. Both parties understand that DPSS makes no commitment to fund this project beyond the term of this Agreement

V. GENERAL PROVISIONS

A. TERM OF AGREEMENT

The Agreement shall be effective from the date specified by HUD if funding is awarded..

B. BACKGROUND CHECKS

Subrecipients providing services to minors (detailed in **Exhibit A-Project Application**) shall be required to conduct criminal background records checks on all employees, subSubrecipients, and volunteers providing services under this Agreement. Prior to these individuals providing services to clients, the Subrecipient shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file.

C. CONFIDENTIALITY

The Subrecipient shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

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

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Federal Law. All records and information concerning any and all persons referred to the Subrecipient shall be considered and kept confidential by the Subrecipient, its staff, agents, employees and volunteers. The Subrecipient shall require all of its employees, agents, subSubrecipients and volunteer staff who may provide services under this Agreement with the Subrecipient before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Subrecipient by Riverside County.

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

D. CONTINUUM OF CARE PROGRAM COMPLIANCE

By executing this Agreement, the Subrecipient hereby certifies that it will adhere to and comply with the following as they may be applicable to a recipient of funds granted pursuant to the Continuum of Care Program, including; HUD Application, Technical Submission; Continuum of Care Program Interim Rule (24 CFR 578); Administrative Requirement for Grants and Cooperative Agreements (24 CFR Part 85); this Agreement, and the applicable Notice of Funding Availability (NOFA).

E. CONFLICT OF INTEREST

The Subrecipient covenants that it presently has no interest in, including but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which is, or which the Subrecipient believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by the Subrecipient under this agreement. The Subrecipient agrees to inform DPSS of all of the Subrecipient's interests, if any, which are or which the Subrecipient believes to be incompatible with any interest of DPSS. The County will make final determination of any dispute about conflict(s) of interest.

F. DEFAULT

1. A default shall consist of any use of grant funds for a purpose other than as authorized by this Agreement or failure in the Subrecipient's duty to provide the supportive housing for the minimum term in accordance with the requirements of the provisions of the Continuum of Care Program Rule, the Application, the Technical Submission, or this Agreement. In the event of an occurrence of default, DPSS and HUD may take one or more of the following actions:

- a. Issue a letter of warning advising the Subrecipient of the default that establishes a date by which corrective actions must be completed and puts the Subrecipient on notice that more serious actions will be taken if the default is not corrected or is repeated;
- b. Direct the Subrecipient to submit progress schedules for completing the approved activities;
- c. Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
- d. Direct the Subrecipient to reimburse the program accounts for costs inappropriately charged to the program; and/or

- e. Make recommendations to HUD to reduce or recapture the grant.
2. No delay or omission by the County in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver of acquiescence in any Subrecipient default.

G. HOLD HARMLESS/INDEMNIFICATION

Subrecipient agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Subrecipient, its officers, employees, subSubrecipients, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Subrecipient, its officers, agents, employees, subSubrecipients, agents or representatives from this Agreement. Subrecipient shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

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 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's indemnification to County as set forth herein. Subrecipient's obligation to defend, indemnify and hold harmless County shall be subject to County having given Subrecipient written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Subrecipient's expense, for the defense or settlement thereof. 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.

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

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

H. INSURANCE

Without limiting or diminishing the SUBRECIPIENT'S obligation to indemnify or hold the COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

Workers' Compensation:

If Subrecipient has employees as defined by the State of California, the Subrecipient shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. 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.

Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, 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.

Professional Liability:

If, at any time during the duration of this Agreement and any renewal or extension thereof, the Subrecipient, its employees, agents or subSubrecipients provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Subrecipient shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for 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 Consultant'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. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Consultant shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tall Coverage); or 2) Prior Dates Coverage from a new insurer with at retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificate of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under items: Workers' Compensation, Commercial General Liability or Professional Liability will continue for a period of five (5) years beyond the termination of this Agreement.

Vehicle Liability:

If Subrecipient's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, 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 the COUNTY as additional Insured.

General Insurance Provisions – All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The Subrecipient's insurance carrier(s) must declare self-insured retentions. If such self insured retentions exceed \$500,000 per occurrence 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's unacceptable to the 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 this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
3. The Subrecipient shall cause insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing 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.

4. It is understood and agreed to by the parties hereto and the SUBRECIPIENT'S insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. If, during the term of this 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 coverage's 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.
6. Subrecipient shall pass down the insurance obligations contained herein to all tiers of subSubrecipients working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
8. Subrecipient agrees to notify the 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.

I. INDEPENDENT SUBRECIPIENT

The Subrecipient is, and will at all times be deemed to be, an independent Subrecipient and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between DPSS and the Subrecipient or any of the Sub-recipient's agents, employees, or volunteers. The Subrecipient assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. The Subrecipient, its agents, employees, and volunteers shall not be afforded any of the rights and/or privileges afforded to employees of DPSS or the County of Riverside and shall not be considered in any manner to be employees of the County.

J. SUBCONTRACT FOR SERVICES

1. The Subrecipient shall not enter into any subcontract with any subSubrecipient who:
 - a. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
 - b. has within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them 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 or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - d. has within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. The Subrecipient shall be as fully responsible for the acts or omissions of its subSubrecipients, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Subrecipient.
3. The Subrecipient shall insert appropriate clauses in all subcontracts to bind subSubrecipients to the terms and conditions of this Agreement insofar as they are applicable to the work of Subrecipients.
4. The Subrecipient shall document, prior to grant execution, all services to be provided by a third party by a memorandum of understanding (MOU) between the recipient or subrecipient and the third party that will provide the services, as per CFR 578.73, (c)(3).
5. Nothing contained in this Agreement shall create any contractual relationship between any Subrecipient and 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.

K. REPORTS AND RECORD KEEPING

1. The Subrecipient agrees to complete the Annual Performance Report (APR) in e-snaps and submit to DPSS an electronic copy within sixty (60) days after the end of each operating year. Failure to submit an APR may lead to a delay in receiving future grant funds. Upon review for completeness and accuracy, DPSS will submit the APR to HUD as required.
2. The Subrecipient agrees to submit a Semi-Annual Statistical Report upon a 30-day written notice by DPSS.
3. If funded for Permanent Housing, the Subrecipient agrees to the following:
 - a. The Sub-recipient will notify DPSS immediately upon knowledge of a participant entering and/or exiting a housing unit. The notification document, attached hereto as **Exhibit E** (Tenant Change Notice Form) and incorporated herein by this reference, shall be faxed to (951) 358-7755 or scanned and sent by e-mail to the DPSS CoC/HUD Program Specialist. It is also strongly encouraged that the Subrecipient follow-up with a telephone call to the Program Specialist at (951) 358-5638 to verify receipt of the faxed Tenant Change Notice Form.
 - b. If the Tenant Change Notice is for a new client entering the facility, the form should be accompanied by the following: (a) the Verification of Homelessness, (b) the rent calculation, and (c) verification of disability (if applicable). If it is not possible to provide this documentation with the Tenant Change Notice form, the Subrecipient must have a copy available at the time the HUD Habitability Quality Standard [HQS] Inspection is performed.
 - c. Upon receipt of the Tenant Change Notice Form, DPSS will, within two (2) business days, arrange the HQS Inspection of the housing unit being vacated. HQS Inspections are required by HUD in 24 CFR 578).
 - d. If a vacancy occurs in which the Subrecipient cannot notify DPSS in the timeframe set forth above in 3.a, or if the HQS Inspection cannot be performed in the timeframe set forth above in 3.c, the Subrecipient has the authority to fill the vacancy with a client from their waiting list. Upon such an occurrence, DPSS will schedule the HQS inspection after the fact.
 - e. Subrecipient may use a unique client identifier on the Tenant Change Notice and Certification of Tenant Roll as long as all other required information is provided. The Tenant Change Notice and Certification of Tenant Roll are for DPSS program monitoring purposes and Housing Quality Standard inspections only and will remain secured in order to safeguard protected client information.
4. If funded for Permanent Housing or Rapid Re-Housing, the Subrecipient agrees to provide DPSS with a monthly residential log of participants, attached hereto as **Exhibit F** [Certification of Tenant Roll] and incorporated herein by this reference. The residential log is due, by fax or scanned and sent by e-mail to the DPSS CoC/HUD Program Specialist, on or before the 10th (tenth) business day following the reporting month, regardless of the means by which the report is sent to DPSS. The fax number of the Homeless Programs Unit is provided above (3.a).
5. The Sponsor agrees to collect and maintain records of participants for required federal, state, and county reports.

L. SANCTIONS

Failure by the Subrecipient to comply with any of the provisions, covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement under the provisions in paragraph "K" below, and may take any other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

1. Afford the Subrecipient a time period within which to correct the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Withhold funds pending correction of the breach.

M. TERMINATION

1. DPSS may immediately suspend or terminate this Agreement for cause upon written notice to the Subrecipient of the action being taken. Cause shall be established if:
 - a. The Subrecipient fails to perform the covenants herein contained at such time and in such manner as provided in this Agreement; or
 - b. There is a conflict with any federal, state or local laws, ordinance, regulation or rule rendering any provision of this Agreement invalid or untenable.

2. DPSS may also terminate or suspend this agreement without cause. DPSS will provide ninety (90) days written notification stating the extent and effective date of termination. The ninety-day period begins when notice is deposited in the U.S. Mail, postage paid.
3. The Subrecipient may terminate this Agreement with cause upon written notice served upon DPSS stating the extent and effective date of termination. Subrecipient will provide ninety (90) days written notification stating the extent and effective date of termination. The ninety-day period begins when notice is deposited in the U.S. Mail, postage paid.
4. Upon termination of this Agreement, the Subrecipient shall not incur any obligations after any effective date of such termination, unless expressly authorized in writing by DPSS.
5. In the event the funding from HUD is reduced, terminated or otherwise becomes unavailable, DPSS shall provide written notice to the Subrecipient within five (5) working days from the date that HUD reduces, suspends or terminates the grant funding. This Agreement shall be either immediately terminated or amended to reflect said reduction in funds. DPSS shall make payments for all services performed up to the effective date of the termination.

N. GOVERNING LAW

This Agreement shall be construed and interpreted according to 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 appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

O. NOTICES

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth herein. All other correspondence shall be delivered to the addresses shown below and are deemed submitted on the date of deposit in the U. S. Mail, postage prepaid to:

DPSS: (Agreement Issues)	Department of Public Social Services Contracts Administration Unit 10281 Kidd Street Riverside, CA 92503
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DPSS: (Program Issues)	Department of Public Social Services Homeless Program Unit 4060 County Circle Drive Riverside, CA 92503
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DPSS: (Fiscal Issues)	Department of Public Social Services Management Reporting Unit 4060 County Circle Drive Riverside, CA 92503
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P. ASSIGNMENTS

The Subrecipient cannot assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without prior written consent of DPSS. Any attempt to assign any interest without DPSS written consent shall be void and of no further force or effect.

Q. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed of by Agreement, shall be disposed of by DPSS who shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Subrecipient shall proceed diligently with the performance of the Agreement pending DPSS' decision.

R. CHILD ABUSE REPORTING

The Subrecipient shall establish a procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement report child abuse on neglect to a child protective agency as defined in Penal Code, Section 11166.

S. ELDER AND DEPENDENT ABUSE REPORTING

The Subrecipient shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two (2) working days.

T. CLIENTS CIVIL RIGHTS COMPLIANCE

1. Assurance of Compliance

The Subrecipient shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as **Exhibit G** and incorporated herein by this reference. The Subrecipient will sign and date **Exhibit G** and return it to DPSS along with the executed Agreement. The 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.

2. Client Complaints

The Subrecipient shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Subrecipient's personnel.

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

3. 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:

- (a) Denying a participant any service or benefit or availability of a facility.
- (b) 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.
- (c) 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.

4. Cultural Competency

Subrecipient shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

U. EMPLOYMENT PRACTICES

1. The 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 to the extent they shall apply, with the provisions of the California Fair Employment and Housing Act (commencing with Gov. Code section 12900 et. seq.), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
2. In the provision of benefits, the Subrecipient shall certify and comply with Public Contract Code 10295.3, to 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.

V. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Subrecipient in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Subrecipient hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Subrecipient further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

W. CLEAN AIR/WATER ACTS

As required in all contracts with an estimated total value in excess of \$100,000, the Subrecipient agrees to comply with all applicable requirements issued under Section 306 of the Clean Air Act (33 U.S.C. 1368), U.S. Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, Part 15). These laws and regulations require the Subrecipient not to use facilities on the EPA list of violating facilities and to report violations to the EPA.

X. LEAD-BASED PAINT

The Subrecipient and all subcontractors, if any, shall comply with the requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4821-4846) and implementing regulations issued pursuant thereto (24 CFR Part 35).

Y. AUTHORITY

The individuals executing this Agreement and the instruments referenced herein on behalf of the Subrecipient each represent and warrant that they have the legal power, right, and actual authority to bind the Subrecipient to the terms and conditions hereof and thereof.

Z. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the Subrecipient certifies that it, and its principals:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
2. Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them 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 or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

AA. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The Subrecipient shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS which are equally applicable and made binding upon the Subrecipient as though made with the Subrecipient directly.

BB. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be made in writing and signed by the parties herein. More specifically, the Subrecipient shall not change the population to be served or make any other change inconsistent with the Application without the prior approval of DPSS and HUD.