

**THIRD AMENDMENT TO  
PROFESSIONAL CONSULTANT SERVICES AGREEMENT**

**CITY NET dba “KINGDOM CAUSES”**

**RFP No. 1921**

[United States Department of Housing and Urban Development (“HUD”) Emergency Solutions  
Grant – CARES Act Allocation (“ESG-CV”)]

This Third Amendment to Professional Consultant Services Agreement (“Third Amendment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and CITY NET, a California non-profit corporation, doing business as “Kingdom Causes” (“Consultant”), with respect to the following:

**RECITALS**

WHEREAS, on January 22, 2020, the City and Consultant entered into a Professional Consultant Services Agreement (“Agreement”), wherein the Consultant agreed to perform services related to the City’s Public Safety and Engagement Team (PSET) Street Outreach, for a one-year term with two one-year options to renew, for an amount not to exceed Four Hundred Four Thousand Seven Hundred Fifty-Eight Dollars (\$404,758), each year; and

WHEREAS, on March 13, 2020, following a declaration of a state of emergency by the Governor of the State of California, the Public Health Officer for the County of Riverside, and the President of the United States, the Director of Emergency Services for the City of Riverside issued a Declaration of Local Emergency to increase its efforts to protect the public from the COVID-19 pandemic (“Public Health Emergency”); and

WHEREAS, on June 25, 2020, the City and Consultant entered into a First Amendment to Professional Consultant Services Agreement (“First Amendment”) to modify the scope of services to include two additional outreach workers and to increase the annual compensation, for the initial term, to a sum not to exceed Five Hundred Eight Thousand Two Hundred Seventy Dollars (\$508,270); and

WHEREAS, on August 30, 2020, the City and Consultant entered into a Second Amendment to Professional Consultant Services Agreement (“Second Amendment”) to modify the compensation to include funds from the federal Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) and State of California Budget Act of 2020 for outreach services in response to the Public Health Emergency; and

WHEREAS, the City has now received an allocation from the United States Department of Housing and Urban Development (“HUD”) Emergency Solutions Grant program (“ESG”) to prevent, prepare for, and respond to the Public Health Emergency among individuals and families who are experiencing homelessness or receiving homelessness assistance, and to support

additional homelessness assistance and homeless prevention activities to mitigate the impact created by the Public Health Emergency (hereafter “ESG-CV Funds”); and

WHEREAS, the City and Consultant now desire to amend the Agreement to exercise the first one-year option to renew, extending the Agreement to January 22, 2022, and to set the compensation during the extended term to an amount not to exceed Four Hundred Thirteen Thousand Nine Hundred Forty-Five Dollars and Fifty-Eight Cents (\$413,945.58).

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, the City and Consultant agree as follows:

1. Exhibit “A” and Exhibit “A-1” are hereby deleted in their entirety and replaced with Exhibit “A-2,” attached hereto and incorporated herein.

2. Paragraph 2, Term, is hereby amended to extend the term to January 22, 2022, with the option to extend for one (1) additional one (1) year period.

3. Paragraph 3, Compensation/Payment, is hereby deleted in its entirety and replaced with the following:

“3. Compensation/Payment. Consultant shall perform the Services under this Agreement for a sum not to exceed Five Hundred Eight Thousand Two Hundred Seventy Dollars (\$508,270) for the initial term, payable in accordance with Exhibit ‘B,’ and Four Hundred Thirteen Thousand Nine Hundred Forty-Five Dollars and Fifty-Eight Cents (\$413,945.58) for the extended term, payable in accordance with the terms set forth in Exhibit ‘B-1.’ Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.”

4. Exhibit “B-1” is hereby attached to and incorporated into the Agreement.

(Signatures on Following Page)

IN WITNESS WHEREOF, City and Consultant have caused this Third Amendment to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation

CITY NET, a California non-profit  
corporation, doing business as KINGDOM  
CAUSES

By: \_\_\_\_\_  
City Manager

By:   
\_\_\_\_\_  
Brad Fieldhouse

[Printed Name]

Attest: \_\_\_\_\_  
City Clerk

Executive Director  
\_\_\_\_\_  
[Title]

Certified as to Availability of Funds:

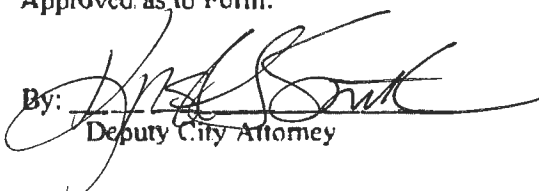
By: \_\_\_\_\_

By:   
\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
[Printed Name]

Approved as to Form:

\_\_\_\_\_  
[Title]

By:   
\_\_\_\_\_  
Deputy City Attorney

**EXHIBIT "A-2"**  
**SCOPE OF SERVICES**

Consultant shall provide 40 hours, every week, of face-to-face outreach, intake and assessment, crisis intervention, resource referrals, transportation, and case management to individuals and families living on the streets within the City of Riverside, as part of the City's PSET engagements. Consultant shall at all times adhere to the Housing First principles set forth in Attachment 1 to this Exhibit "A-2."

Consultant shall provide Street Outreach Workers and be responsible for the following Scope of Services:

1. Worker Qualifications. Consultant shall ensure that Street Outreach Workers have the following Minimum Qualifications:
  - 1.1 A high school diploma or GED and two (2) years' experience working with people experiencing homelessness or community groups providing another social service- oriented program; qualifying education in social science, psychology, sociology, social/humans services, economics, or other behavioral sciences may be substituted for one (1) year of experience.
  - 1.2 At least one (1) year of experience with the Continuum of Care and issues faced by homeless individuals and other marginalized populations in crisis.
  - 1.3 Demonstrated ability to apply theories of the Motivational Interviewing, Harm Reduction, and Trauma Informed approaches.
  - 1.4 At least one (1) year of experience working with clients with mental illness or dual diagnoses is highly desirable.
  - 1.5 Excellent written and verbal communication and interpersonal skills, and a proven ability to collaborate with community partners.
  - 1.6 Proficiency in Microsoft Office applications and HMIS.
  - 1.7 Available to work evenings and weekends and provide services to clients at numerous locations within the City of Riverside.
  - 1.8 Able to pass a background check.
  - 1.9 Have his/her own transportation for job-related travel and transporting clients to services and be able to meet insurance carrier's requirements for approval to drive.
  - 1.10 Bi-lingual Spanish language capabilities a plus.
2. Outreach. Consultant shall provide the following outreach services:
  - 2.1 Conduct face-to-face outreach with individuals and families living on the streets within the City of Riverside.
  - 2.2 Track engagements in the Homeless Management Information System (HMIS) City of Riverside Street Outreach Program or or any other software system identified by the City of Riverside.
  - 2.3 Conduct target outreach services for those persons who have the most severe service needs and the longest histories of residing in emergency shelters and in places not meant for human habitation.
  - 2.4 Work as part of a multi-disciplinary team with City Staff and community partners (i.e. Riverside County Departments, Operation Safehouse, Path of Life Ministries, Helping Hearts, Salvation Army, and additional project partners as they arise etc.).
  - 2.5 Build trust and relationships with people experiencing homelessness, including those

who are unsheltered, helping them access housing and services based on clients' needs.

- 2.6 Conduct intake assessments with homeless individuals and make referrals by email or written request to housing and social services providers based on needs. Participate with the City's Public Safety and Engagement Team (PSET) to provide outreach services to individuals in encampments.

2.7 Staffing:

- 2.7.1 Consultant shall provide four designated outreach staff totaling two staff per PSET team.
- 2.7.2 Consultant shall ensure staff stability per position and limit staffing changes per position unless otherwise needed for sick leave or vacation purposes.
- 2.7.3 Consultant shall not leverage staff for other programs and services within the City, another City or County.
- 2.7.4 Consultant shall ensure that Staff work to accommodate the PSET schedule provided by the City, including hours of operations and staffing days.
- 2.7.5 Consultant shall ensure the Office of Homeless Solutions staff shall be notified of staffing changes and provide all new contact information.

3. Case Management. Consultant shall provide the following case management services:

- 3.1 Assist persons experiencing homelessness in the development, implementation, and revision of their individual short-term and long-term housing plans and consistently monitor participants' progress toward their goals, using a Housing First approach and in alignment with the CES process.
- 3.2 Communicate with those experiencing homelessness about needed services (e.g., health and behavioral health care, housing, income, legal services, benefits, and others), as requested.
- 3.3 Provide emotional support for individuals through the process of securing housing, benefits, and social services.
- 3.4 Utilize core principles of general counseling and problem-solving, as well as evidence-based practices, including Housing First, Motivational Interviewing, and Trauma-Informed Care.
- 3.5 Complete Vulnerability Index- Service Prioritization Decision Assistance Tools (VI-SPDAT) with outreach clients to place them on the By Name List.
- 3.6 Participate in the Riverside County Continuum of Care Housing Navigator meetings to provide updates on outreach clients and request assistance as needed.

4. Collaboration and Communication. Consultant shall collaborate and communicate as follows:

- 4.1 Establish and maintain positive relationships with City and County staff, law enforcement, housing providers, health and human services organizations, business owners, and residents to provide community education about homelessness and respond to specific community concerns related to homeless individuals, using best practices.
- 4.2 Participate in the CES, as well as program-related coalitions, meetings, and partnerships as appropriate.
- 4.3 Meet weekly with the Office of Homeless Solutions staff to report previous week's activities and to report on the upcoming work week, exchange pertinent information, provide ongoing updates, and keep them informed of issues and concerns related to all individuals experiencing homelessness.
- 4.4 Participate in case conferencing with Access Center Coordinator, Hulen Campus

- Collaborative and other City outreach specialist including OHS outreach workers, and RUHS Nurse outreach workers.
- 4.5 Participate in County Continuum of Care meeting representing the City of Riverside
  - 4.6 Maintain City of Riverside ethics regarding privacy and confidentiality, dual-relationships, and professional stature.
5. Program Tracking and Outcome Measurement. Consultant shall provide program tracking and outcome measurement services as follows:
- 5.1 Monitor participant progress toward established goals.
  - 5.2 Use HMIS as the system of record, as outlined in the Prerequisites section of RFP No. 1921.
  - 5.3 Maintain documentation, records, and contacts in accordance with applicable City standards and regulations, grant requirements, etc. This includes ensuring that client files are complete, accurate, up to date, and stored appropriately.
  - 5.4 Provide Housing Authority Staff with weekly Microsoft Excel progress reports that include information regarding contacted individuals, including:
    - 5.4.1 First name and last name
    - 5.4.2 Phone numbers of each individual
    - 5.4.3 Dates of contact for each individual
    - 5.4.4 Cross streets or address where the contacted individual occurred
  - 5.5 Provide Microsoft Excel progress reports to the Housing Authority Manager within two (2) business days of an email or written request.
  - 5.6 Provide data to the Office of Homeless Solutions as needed and per request.
6. Subject Matter Expertise. Consultant shall provide subject matter expertise as follows:
- 6.1 Maintain up-to-date knowledge of the Riverside area, including City policies, programs, and procedures related to the provision of services for individuals experiencing homelessness.
  - 6.2 Maintain knowledge of general principles and practices related to:
    - 6.2.1 Street outreach,
    - 6.2.2 Counseling,
    - 6.2.3 Case management and intervention,
    - 6.2.4 Housing, health/mental health,
    - 6.2.5 Substance use disorder assessments,
    - 6.2.6 Interventions,
    - 6.2.7 Programs and services.
  - 6.3 Remain current and knowledgeable about local housing and social services programs, public benefits programs, community resources, referrals, and service linkages.
  - 6.4 Participate in continuing education activities, remaining knowledgeable in areas of expertise.
7. Other Duties. Consultant shall perform other duties as agreed upon in collaboration with the City's Office of Homeless Solutions.

#### **Additional Terms and Conditions:**

Initial Term: For the initial term of this Agreement, the Consultant shall, in addition to the Services set forth in this Exhibit "A-2," also provide the following:

Two outreach workers will be assigned to provide street outreach to homeless individuals on the streets and those that have been placed in motel rooms during the COVID- 19 pandemic. Outreach workers will assist clients with obtaining

shelter beds and motels for the most vulnerable homeless individuals and assess their needs and make referrals to organizations to assist with their needs.

Consultant shall adhere to the CARES Act terms and conditions set forth in Attachment 2 to this Exhibit "A-2."

Extended Term (January 23, 2021, to January 22, 2022): Consultant shall adhere to the ESG-CV terms and conditions set forth in Attachment 3 to this Exhibit "A-2."

## ATTACHMENT 1 TO EXHIBIT “A-2”

### HOUSING FIRST PRINCIPLES

'Housing First' is a recovery-oriented approach to ending homelessness that centers on quickly moving people experiencing homelessness into independent and permanent housing and then providing additional supports and services as needed. It is an approach first popularized by Sam Tsemberis and Pathways to Housing in New York in the 1990s, though there were Housing First- like programs emerging elsewhere, including Canada (HouseLink in Toronto) prior to this time. The basic underlying principle of Housing First is that people are better able to move forward with their lives if they are first housed. This is as true for people experiencing homelessness and those with mental health and addictions issues as it is for anyone. Housing is provided first and then supports are provided including physical and mental health, education, employment, substance abuse and community connections.

There are five *core principles of Housing First*:

1. **Immediate access to permanent housing with no housing readiness requirements.** Housing First involves providing clients with assistance in finding and obtaining safe, secure and permanent housing as quickly as possible. Key to the Housing First philosophy is that individuals and families are not required to first demonstrate that they are 'ready' for housing. Housing is not conditional on sobriety or abstinence. Program participation is also voluntary. This approach runs in contrast to what has been the orthodoxy of 'treatment first' approaches whereby people experiencing homeless are placed in emergency services and must address certain personal issues (addictions, mental health) prior to being deemed 'ready' for housing (having received access to health care or treatment).
2. **Consumer choice and self-determination.** Housing First is a rights-based, client- centered approach that emphasizes client choice in terms of housing and supports.
  - Housing - Clients are able to exercise some choice regarding the location and type of housing they receive (e.g. neighborhood, congregate setting, scattered site, etc.). Choice may be constrained by local availability and affordability.
  - Supports- Clients have choices in terms of what services they receive, and when to start using services.
3. **Recovery orientation.** Housing First practice is not simply focused on meeting basic client needs, but on supporting recovery. A recovery orientation focuses on individual well- being, and ensures that clients have access to a range of supports that enable them to nurture and maintain social, recreational, educational, occupational and vocational activities.



For those with addictions challenges, a recovery orientation also means access to a harm reduction environment. Harm reduction aims to reduce the risks and harmful effects associated with substance use and addictive behaviors for the individual, the community and society as a whole, without requiring abstinence. However, as part of the spectrum of choices that underlies both Housing First and harm reduction, people may desire and choose 'abstinence only' housing.

4. **Individualized and client-driven supports.** A client-driven approach recognizes that individuals are unique, and so are their needs. Once housed, some people will need minimum supports while other people will need supports for the rest of their lives (this could range from case management to assertive community treatment). Individuals should be provided with "a range of treatment and support services that are voluntary, individualized, culturally-appropriate, and portable (e.g. in mental health, substance use, physical health, employment, education)" (Goering et al., 2012:12). Supports may address housing stability, health and mental health needs, and life skills.

Income supports and rent supplements are often an important part of providing client- driven supports. If clients do not have the necessary income to support their housing, their tenancy, health and well-being may be at risk. Rent supplements should ensure that individuals do not pay more than 30% of their income on rent.

It is important to remember that a central philosophy of Housing First is that people have access to the supports they need, if they choose. Access to housing is not conditional upon accepting a particular kind of service.

5. **Social and community integration.** Part of the Housing First strategy is to help people integrate into their community and this requires socially supportive engagement and the opportunity to participate in meaningful activities. If people are housed and become or remain socially isolated, the stability of their housing may be compromised. Key features of social and community integration include:
  - a. Separation of housing and supports (except in the case of supportive housing)
  - b. Housing models that do not stigmatize or isolate clients. This is one reason why scattered site approaches are preferred.
  - c. Opportunities for social and cultural engagement are supported through employment, vocational and recreational activities.

While all Housing First programs ideally share these critical elements, there is considerable variation in how the model is applied, based on population served, resource availability, and other factors related to the local context. There is no 'one size fits all' approach to Housing First.

## ATTACHMENT 2 TO EXHIBIT "A-2"

### Terms and Conditions for CARES ACT Grant Funding ("Grant Funds")

1. **EXPENDITURE DEADLINE.** Consultant shall expend all Grant Funds by December 30, 2020.
2. **AVAILABILITY OF GRANT FUNDS.** City's allocation of the Grant Funds is contingent upon the allocation of Budget Act funds to the City. In the event of funding reduction, including elimination, the City may reduce the Grant Funds as a whole or as to cost category, and may, at its sole discretion, limit Consultant's authority to commit and spend Grant Funds, and may restrict Consultant's use of both its uncommitted and its unspent Grant Funds. Any such change shall be reflected by written amendment to this Agreement. Notwithstanding the foregoing, the City may also terminate this Agreement.
3. **COMPLIANCE.** By executing this Agreement, Consultant hereby certifies that it will adhere to and comply with the same obligations to the City that the City has undertaken with the State, including adherence to all federal requirements, pursuant to its application and certifications for any funding related to the CARES Act and the Budget Act, including but not limited to the following, as they may be applicable:
  - A. The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) of 2020 (P.L. 116-136), as amended.
  - B. Section 601 of the Social Security Act, as added by section 5001 of the CARES Act.
  - C. Office of Management and Budget (OMB) Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other NonProfit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).
  - D. Single Audit Act (31 USC Sec. 7501 et seq.), OMB Circular A-133 (as stated above) and any administrative regulation or field memoranda implementing the Act, including related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding Consultant monitoring and management, and subpart F regarding audit requirements, and the Catalog of Federal Domestic Assistance (CFDA) 21.019.
  - E. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and implementing regulations issued at 24 CFR Part I; Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended; Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations at 41 CFR Chapter 60; Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107.

F. Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and implementing regulations.

G. The Age Discrimination Act of 1975 (P.L. 94-135), as amended, and implementing regulations.

H. The Federal Accounting and Transparency Act of 2006 (P.L. 109-282), as amended by Section 6202(a) of P.L. 110-252.

4. **USE OF GRANT FUNDS.** Except as otherwise limited by this Agreement, Grant Funds shall be used exclusively to cover Eligible Expenses in implementing the Program consistent with the provisions set forth in the Coronavirus Relief Fund Regulations attached hereto and incorporated herein by reference.

5. **PROGRAM RECORDS.** Consultant shall maintain financial, programmatic, statistical and other supporting records of its operations and financial activities, including but not limited to, documentation of all Grant Funds received from the City or other sources to operate the Program, documentation of expenses identified in the Budget, and any other related records as City may require from time to time. Such records shall be retained for a period five (5) years after termination of this Agreement or after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records.



DEPARTMENT OF THE TREASURY  
WASHINGTON, D.C. 20220

OFFICE OF  
INSPECTOR GENERAL

July 2, 2020

OIG-CA-20-021

**MEMORANDUM FOR      CORONAVIRUS RELIEF FUND RECIPIENTS**

FROM:                      Richard K. Delmar /s/  
Deputy Inspector General

SUBJECT:                Coronavirus Relief Fund Reporting and Record Retention  
Requirements

Title VI of the Social Security Act, as amended by Title V of Division A of the *Coronavirus Aid, Relief, and Economic Security Act* (Public Law 115-136), provides that the Department of the Treasury (Treasury) Office of Inspector General (OIG) is responsible for monitoring and oversight of the receipt, disbursement, and use of Coronavirus Relief Fund payments. Treasury OIG also has authority to recover funds in the event that it is determined a recipient of a Coronavirus Relief Fund payment failed to comply with requirements of subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)). Accordingly, we are providing recipient reporting and record retention requirements that are essential for the exercise of these responsibilities, including our conduct of audits and investigations.

**Reporting Requirements and Timelines**

Each prime recipient of Coronavirus Relief Fund payments<sup>1</sup> shall report Coronavirus Disease 2019 (COVID-19) related "costs incurred" during the "covered period"<sup>2</sup> (the period beginning on March 1, 2020 and ending on December 30, 2020), in the manner of and according to the timelines outlined in this memorandum. As described below, each prime recipient shall report interim and quarterly data and other recipient data according to these requirements. Treasury OIG is working on development of a portal with GrantSolutions<sup>3</sup> that is expected to be operational on

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<sup>1</sup> Prime recipients include all 50 States, Units of Local Governments, the District of Columbia, U.S. Territories, and Tribal Governments that received a direct payment from Treasury in accordance with Title V.

<sup>2</sup> Refer to Treasury's guidance dated June 30, 2020 for more information on costs incurred and the covered period.

<sup>3</sup> A grant management service provider under the U.S. Department of Health and Human Services.

September 1, 2020, for recipients to report data on a quarterly basis. Until the GrantSolutions portal is operational, each prime recipient shall follow the interim reporting requirements. Treasury OIG will notify each prime recipient when GrantSolutions is operational or of any changes to the expected September 1, 2020 start date.

#### Interim Reporting for the period March 1 through June 30, 2020

**By no later than July 17, 2020**, each prime recipient is responsible for reporting costs incurred during the period March 1 through June 30, 2020. For this interim report, prime recipients need only report totals by the following broad categories:

- a. Amount transferred to other governments;
- b. Amount spent on payroll for public health and safety employees;
- c. Amount spent on budgeted personnel and services diverted to a substantially different use;
- d. Amount spent to improve telework capabilities of public employees;
- e. Amount spent on medical expenses;
- f. Amount spent on public health expenses;
- g. Amount spent to facilitate distance learning;
- h. Amount spent providing economic support;
- i. Amount spent on expenses associated with the issuance of tax anticipation notes; and
- j. Amount spent on items not listed above.

Recipients should consult Treasury's guidance and Frequently Asked Questions in reporting costs incurred during the period March 1 through June 30, 2020. The total of all categories must equal the total of all costs incurred during that period. A spreadsheet is attached for your use in providing the data. As discussed below, the prime recipient will be required to report information for the period March 1 through June 30, 2020 into GrantSolutions once it is operational.

#### Quarterly Reporting

Each prime recipient of Coronavirus Relief Fund payments shall report COVID-19 related costs into the GrantSolutions portal. Data required to be reported includes, but is not limited to, the following:

1. the total amount of payments from the Coronavirus Relief Fund received from Treasury;
2. the amount of funds received that were expended or obligated for each project or activity;
3. a detailed list of all projects or activities for which funds were expended or obligated, including:
  - a. the name of the project or activity;
  - b. a description of the project or activity; and

4. detailed information on any loans issued; contracts and grants awarded; transfers made to other government entities; and direct payments made by the recipient that are greater than \$50,000.

The prime recipient is responsible for reporting into the GrantSolutions portal information on uses of Coronavirus Relief Fund payments.

**Recipient Portal Access:** For future quarterly reporting, each prime recipient will have GrantSolutions portal access for three (3) individuals: two (2) designees (preparers) to input quarterly data and one (1) official authorized to certify that the data is true, accurate, and complete.<sup>4</sup> **By no later than July 17, 2020**, please provide the name, title, email address, phone number, and postal address of these individuals so that portal access can be granted. After this information is received, guidance on the GrantSolutions portal access and data submission instructions will be issued separately.

#### Reporting timeline

**By no later than September 21, 2020**, recipients shall submit via the portal the first detailed quarterly report, which shall cover the period March 1 through June 30, 2020. Thereafter, quarterly reporting will be due no later than 10 days after each calendar quarter. For example, the period July 1 through September 30, 2020, must be reported no later than October 13, 2020 (Tuesday after the 10<sup>th</sup> day of October and the Columbus Day Holiday). Reporting shall end with either the calendar quarter after the COVID-19 related costs and expenditures have been liquidated and paid or the calendar quarter ending September 30, 2021, whichever comes first.

#### Record Retention Requirements

Recipients of Coronavirus Relief Fund payments shall maintain and make available to the Treasury OIG upon request all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)), which provides:

(d) USE OF FUNDS.—A State, Tribal government, and unit of local government shall use the funds provided under a payment made under this section to cover only those costs of the State, Tribal government, or unit of local government that—

1. are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
2. were not accounted for in the budget most recently approved as of the date of enactment of this section for the State or government; and

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<sup>4</sup> The certifying official is an authorized representative of the recipient organization with the legal authority to give assurances, make commitments, enter into contracts, and execute such documents on behalf of the recipient.

3. were incurred<sup>5</sup> during the period that begins on March 1, 2020, and ends on December 30, 2020.

Records to support compliance with subsection 601(d) may include, but are not limited to, copies of the following:

1. general ledger and subsidiary ledgers used to account for (a) the receipt of Coronavirus Relief Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
2. budget records for 2019 and 2020;
3. payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
4. receipts of purchases made related to addressing the public health emergency due to COVID-19;
5. contracts and subcontracts entered into using Coronavirus Relief Fund payments and all documents related to such contracts;
6. grant agreements and grant subaward agreements entered into using Coronavirus Relief Fund payments and all documents related to such awards;
7. all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
8. all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
9. all internal and external email/electronic communications related to use of Coronavirus Relief Fund payments; and
10. all investigative files and inquiry reports involving Coronavirus Relief Fund payments.

Records shall be maintained for a period of five (5) years after final payment is made using Coronavirus Relief Fund monies. These record retention requirements are applicable to all prime recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of Coronavirus Relief Fund payments from prime recipients.

Thank you and we appreciate your assistance.

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<sup>5</sup> Refer to Treasury's guidance dated June 30, 2020 for more information on the definition of costs incurred.

**Coronavirus Relief Fund**  
**Guidance for State, Territorial, Local, and Tribal Governments**  
**Updated June 30, 2020<sup>1</sup>**

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.<sup>2</sup>

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

***Necessary expenditures incurred due to the public health emergency***

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

***Costs not accounted for in the budget most recently approved as of March 27, 2020***

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the

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<sup>1</sup> This version updates the guidance provided under “Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020”.

<sup>2</sup> See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.



cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

***Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020***

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID-19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period, but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020, will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient’s control.

## ATTACHMENT 3 TO EXHIBIT “A-2”

### Terms and Conditions for ESG-CV Funds

Because the source of funding for the extended term (January 23, 2021 – January 22, 2022) is ESG-CV Funds, Consultant shall comply with the following additional terms and conditions during the extended term:

#### 1. DEFINITIONS.

1.1. **CFR.** “CFR” means the Code of Federal Regulations.

1.2. **Consolidated Plan.** “Consolidated Plan” means a plan prepared by CITY and approved by HUD in accordance with 24 CFR Part 91.

1.3. **Continuum of Care.** “Continuum of Care” shall have the meaning provided in 24 CFR 576.2.

1.4. **Emergency Shelter.** “Emergency Shelter”, as more particularly described in 24 CFR 576.102, means the ESG component pertaining to the use of ESG Funds for the costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters.

1.5. **ESG Regulations.** “ESG Regulations” means the regulations at 24 CFR Part 576, which govern the ESG Program.

1.6. **Governmental Requirements.** “Governmental Requirements” means all laws, ordinances, resolutions, statutes, codes, rules, regulations, orders, and decrees of the United States, the State, the City, and of any other political subdivision, agency or instrumentality exercising jurisdiction over CITY or CONSULTANT, including, without limitation, the HEARTH Act, the ESG Regulations, the Written Standards for Providing ESG Assistance, and any statutes, rules, regulations and laws referenced in the ESG Regulations (for example, the shelter and housing standards set forth at 24 CFR 576.403, the conflict of interest requirements set forth at 24 CFR 576.404, and other Federal requirements set forth at 24 CFR 576.407), as the same may be amended from time to time.

1.7. **Homeless.** “Homeless” shall have the meaning provided in 24 CFR 576.2.

1.8. **Homeless Management Information Systems.** “Homeless Management Information Systems” or “HMIS”, as more particularly in 24 CFR 576.107, means the ESG component pertaining the use of ESG Funds to pay the costs of contributing data to the information system designated by the Continuum of Care to comply with HUD’s data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness.

1.9. **Homeless Prevention.** “Homeless Prevention”, as more particularly described in 24 CFR 576.103, means the ESG component pertaining the use of ESG Funds to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the “homeless” definition in 24 CFR 576.2.

1.10. **Housing Relocation and Stabilization Services.** “Housing Relocation and Stabilization Services” shall have the meaning provided in 24 CFR 576.105.

1.11. **Mainstream Resources.** “Mainstream Resources” means those mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible, including, for example, those programs described in 24 CFR 576.400(c).

1.12. **Program Income.** “Program Income” shall have the meaning provided in 24 CFR 85.25.

1.13. **Quarterly Report.** “Quarterly Report” means a quarterly performance report given by CONSULTANT to CITY in a format prescribed by CITY on the status of CONSULTANT’s performance of its Scope of Services and evidence of compliance with the ESG Regulations, which report shall be submitted no later than the 15th day of each October, January and April during the Term of this Agreement and on the 15th day of July following the expiration of the Term hereof.

1.14. **Rapid Re-Housing Assistance.** “Rapid Re-housing Assistance”, as more particularly described in 24 CFR 576.104, means the ESG component pertaining the use of ESG Funds to provide housing relocation and stabilization services and Short-term and/or Medium-Term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing.

1.15. **Rehabilitation.** “Rehabilitation” (whether major or moderate) means labor, materials, tools, and other costs of improving buildings, including repair directed toward an accumulation of deferred maintenance; replacement of principal fixtures and components of existing buildings; installation of security devices; and improvement through alterations or incidental additions to, or enhancement of, existing buildings, including improvements to increase the efficient use of energy in buildings, and structural changes necessary to make the structure accessible for persons with physical disabilities.

1.16. **Short-Term and Medium-Term Rental Assistance.** “Short-Term and Medium-Term Rental Assistance” shall have the meaning provided in 24 CFR 576.106.

1.17. **Street Outreach.** “Street Outreach”, as more particularly described in 24 CFR 576.101, means the ESG component pertaining the use of ESG Funds for the costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, non-facility-based care

to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility.

1.18. **Targeted Homeless Programs.** “Targeted Homeless Programs” means those programs, other than the ESG Program, targeted to homeless people in the area covered by the Continuum of Care to provide a strategic, community-wide system to prevent homelessness for that area, including those programs described in 24 CFR 576.400(b).

1.19. **Written Standards for Providing ESG Assistance.** “Written Standards for Providing ESG Assistance,” as more particularly described in 24 CFR 576.400(e)(1), means the written standards for providing ESG assistance prepared by CITY, which are included within CITY’s Consolidated Plan and must be applied consistently by CONSULTANT for all Program Participants.

2. **AVAILABILITY OF FUNDS/AUTHORIZATION.** CITY’s allocation of funding to CONSULTANT pursuant to this Agreement is contingent upon the availability to the CITY of ESG-CV Funds and continued authorization for program activities by HUD. In the event of funding reduction, the CITY may reduce the Budget as a whole or as to cost category. Any such change shall be reflected by written amendment to this Agreement.

3. **COMPLIANCE.** CONSULTANT hereby certifies that it (i) has read and reviewed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) of 2020 (P.L. 116-136), as amended, the HEARTH Act, the ESG Regulations (24 CFR Part 576), the Written Standards for Providing ESG Assistance, and any statutes, rules, regulations and laws referenced in the ESG Regulations (for example, the shelter and housing standards set forth at 24 CFR 576.403, the conflict of interest requirements set forth at 24 CFR 576.404, and other Federal requirements set forth at 24 CFR 576.407), (ii) fully understands the same, and (iii) has received or has had the opportunity to receive full legal advice as to its legal rights and responsibilities thereunder. CONSULTANT hereby covenants and agrees to comply with all Governmental Requirements at all times during the term of this Agreement.

4. **ADMINISTRATIVE REQUIREMENTS.**

4.1 **Compliance with ESG Regulations.** CONSULTANT shall comply with the ESG Regulations, including, but not limited to, the following ESG Program requirements:

A. Work with CITY to coordinate and integrate, to the maximum extent practicable, its Scope of Services with Targeted Homeless Programs (See 24 CFR 576.400(b)) and Mainstream Resources (See 24 CFR 576.400(c));

B. Work with CITY to ensure the screening, assessment and referral of Program Participants is consistent with the Written Standards for Providing ESG Assistance (See 24 CFR 576.400(d));

C. Work with CITY to ensure that data on all persons served and all activities assisted under the ESG Program are entered into the HMIS in accordance with HUD's standards on participation, data collection, and reporting (See 24 CFR 576.400(f));

D. Conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing (See 24 CFR 576.401(a));

E. Re-evaluate the program participant's eligibility and the types and amounts of assistance the program participant needs not less than once every three (3) months for Program Participants receiving Homelessness Prevention Assistance, and not less than once annually for Program Participants receiving Rapid Re-Housing Assistance in accordance with 24 CFR 576.401(b));

F. Assist each program participant, as needed, to obtain the Mainstream Resources and other resources described in 24 CFR 576.401(d)); and

G. While providing Homelessness Prevention Assistance or Rapid Re-Housing Assistance to a program participant, provide housing stability case management in accordance with 24 CFR 576.401(e)).

#### **4.2 Nondiscrimination and Equal Opportunity Compliance.**

A. CONSULTANT hereby certifies compliance with the following:

(1) Executive Order 11246, as amended, and the regulations issued thereunder at Title 41, Code of Federal Regulations Chapter 60;

(2) Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2001d, et seq.), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law No. 92-261);

(3) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601-3619) and implementing regulations issued pursuant thereto (24 CFR Part 1);

(4) Executive Order 11063 and implementing regulations issued pursuant thereto (24 CFR Part 107);

(5) Age Discrimination Act of 1975 (42 U.S.C. § 6101-6107);

(6) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794);

(7) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u);

(8) Executive Orders 11625, 12432 and 12138. Consistent with HUD's responsibilities under these orders, the CONSULTANT must make efforts to encourage the use of minority and women's business enterprises in connection with ESG activities.

B. Pursuant to the Americans with Disabilities Act and specifically 42 U.S.C. section 12132, CONSULTANT acknowledges and agrees that in the performance of this Agreement, no qualified individual shall, by reason of a disability, be excluded from participation in or be denied the benefits of the services, programs or activities of the CITY or CONSULTANT or be subjected to discrimination by the CITY or CONSULTANT.

C. CONSULTANT shall establish and maintain a procedure through which homeless individuals will be informed that use of the facilities and services is available to all on a nondiscriminatory basis.

D. CONSULTANT agrees to abide by and include in any subcontract to perform work under this Agreement, the following clause:

"During the performance of this Agreement, CONSULTANT and its subcontractors shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, generic information, gender, gender identity, gender expression, sex, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, subcontractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement."

E. The equal opportunity clause contained in Section 202 of Executive Order 11246, as amended, is hereby incorporated into this Agreement by this reference.

F. During the performance of this Agreement, CONSULTANT and its subcontractor, if any, shall not deny the benefits rendered hereunder to any person on the basis of religion, color, ethnic group identification, sex, age, or physical or mental disability.

G. CONSULTANT shall furnish all information and reports as required by Executive Order 11246, as amended.

H. CONSULTANT shall include the nondiscrimination and compliance provisions of the equal opportunity clause in all subcontracts, if any.

4.3 **Conflicts of Interest.** CONSULTANT and all contractors of CONSULTANT must comply with the requirements of 24 CFR 576.404.

4.4 **Certification Regarding Lobbying.** CONSULTANT certifies, to the best of its knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

C. CONSULTANT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements), and that all SUBRECIPIENT's shall certify and disclose accordingly.

4.5 **Records, Reporting and Monitoring.**

A. **Records and Reports.** In addition to the recordkeeping and reporting requirements set forth in 24 CFR 576.500, CONSULTANT hereby agrees to and shall prepare and submit financial, ESG Program progress, monitoring, evaluation, personnel, property and financial records and other reports as required by CITY and in the format acceptable to CITY to assure proper accounting of all Federal and non-Federal project funds. CONSULTANT shall furnish such information which, in the judgment of CITY's Representative, may be relevant to questions of compliance with contractual conditions hereunder or granting agency directives, or with the effectiveness, legality and goals of the program. CONSULTANT will establish a record keeping system which is consistent with 24 CFR 570.506 and 570.507. Such records shall be maintained and available to CITY for at least three (3) years following the completion of the program. CONSULTANT will submit Quarterly Reports to CITY specifying Program Income earned. Each report shall contain, or be accompanied by, an itemized statement showing all information required by CITY, including, without limitation:

(1) The amount expended or incurred by CONSULTANT and due and payable for the Services for such reporting quarter.

(2) The revenue generated by CONSULTANT and the source of such revenue for each reporting quarter.

(3) A statement showing for each reporting quarter:

(a) a description of each of the Program Participants serviced,

(b) the number of the Program Participants receiving shelter at the shelters,

(c) the type of counseling session conducted, the number of each type of counseling sessions conducted, and the number of the Program Participants attending each such counseling session,

(d) the type of educational sessions conducted, the number of each type of educational session conducted, and the number of the Program Participants attending each such educational session, and

(e) a quarterly narrative which specifies any additional services provided.

The Quarterly Report for the last quarter of the fiscal year of the Term of the Agreement ending June 30 shall also include CONSULTANT's financial statement for the immediately preceding year, accompanied by an annual audit report of CONSULTANT's financial statement for the immediately preceding year.

Each report shall be certified as complete and correct by the executive director of CONSULTANT.

**B. Monitoring.** CITY will conduct periodic program monitoring reviews of the documentation, reports and records specified under 24 CFR 576.500. These reviews will focus on the extent to which the planned program has been implemented and measurable goals achieved, effectiveness of program management, impact of the program, and compliance with the recordkeeping and reporting requirements of 24 CFR 576.500. Authorized representatives of CITY and HUD shall have the right of access to all activities and facilities operated by CONSULTANT under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include attendance at staff, board of directors, advisory committee, and advisory board meetings and inspection by CITY and HUD representatives. CONSULTANT shall ensure that its employees and board members furnish such information as, in the judgment of CITY and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

**C. Accounting.** CONSULTANT shall establish, and maintain on a current basis, an adequate accrual and accounting system in accordance with generally accepted accounting principles and standards.



D. **Audits.** CONSULTANT is required to arrange for an independent financial and compliance audit annually for each fiscal year Federal funds are received under this Agreement. Audits must be in compliance with O.M.B. Circular No. A-133. An audit may be conducted by Federal, State, or local funding source agencies as part of CITY's audit responsibilities. The results of the independent audit must be submitted to CITY within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, CONSULTANT shall provide a written response to all conditions of findings reported in said audit report. The response must examine each condition or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All conditions or finding corrective actions shall take place within six (6) months after receipt of the audit report. CITY and its authorized representatives shall at all times have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of CONSULTANT. CONSULTANT staff will cooperate fully with authorized auditors when they conduct audits and examinations of CONSULTANT's program.

If indications of misappropriation or misapplication of the funds granted under this Agreement cause CITY to require a special audit, the cost of the audit will be encumbered and deducted from the ESG-CV Funds. Should CITY subsequently determine that the special audit was not warranted, the amount encumbered will be restored to the ESG-CV Funds. Should the special audit confirm misappropriation or misapplication of funds, CONSULTANT shall promptly reimburse CITY the amount of misappropriation or misapplication. In the event CITY uses the judicial system to recover misappropriated or misapplied funds, CONSULTANT shall reimburse CITY for legal fees and court costs incurred in obtaining the recovery. CONSULTANT agrees that in the event the program established hereunder is subjected to audit exceptions by appropriate federal audit agencies, it shall be responsible for complying with such exceptions and paying CITY the full amount of CITY's liability to the funding agency resulting from such audit exceptions.

E. **Confidentiality of Records.** CONSULTANT shall adhere to the requirements of 24 CFR 576.500(x) and any written procedures developed by CITY and provided to CONSULTANT from time to time during the Term of the Agreement. RECIPIENT will comply with 42 U.S.C. section 11375(c)(5), which requires that entities receiving ESG funds "will develop and implement procedures to ensure that confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under this part and that the address or location of any family violence shelter project assisted under this part will, except with written authorization of the persons responsible for the operation of such shelter, not be made public".

4.6 **Privacy.** In addition to the requirements set forth in the ESG Regulations, CONSULTANT agrees and shall ensure that no information about or obtained from any person receiving services hereunder shall be voluntarily disclosed in any form identifiable with such person without first obtaining the written consent of such person.

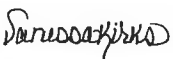
## **EXHIBIT “B-1”**

### **COMPENSATION**

Consultant shall perform the Services under the Agreement for a sum not to exceed Four Hundred Thirteen Thousand Nine Hundred Forty-Five Dollars and Fifty-Eight Cents (\$413,945.58), for the extended term (January 23, 2021 – January 22, 2022), payable in accordance with the terms set forth in the attached rate sheet.

Attached:

- Rate Sheet

Signature: 

Email: vkirks@riversideca.gov

Signature:

Email: mlopez@riversideca.gov

City Net

Riverside PSET Outreach

2 staff: 1/22/2021 - 1/21/2022

2 staff: 3/1/22/2021 - 1/21/2022

Labor					
Positions	Time Period	Hours per Week	Weeks	Hourly Rate	Total
Program Supervisor	1/22/2021 - 2/28/2021	8	5	\$ 33.88	\$ 1,355.20
Program Supervisor	3/1/2021 - 1/21/2022	12	46	\$ 33.88	\$ 18,701.76
Case Manager 1	1/22/2021 - 1/21/2022	40	52	\$ 24.50	\$ 50,960.00
Case Manager 2	1/22/2021 - 1/21/2022	40	52	\$ 24.50	\$ 50,960.00
Case Manager 3	3/1/2021 - 1/21/2022	40	46	\$ 24.50	\$ 45,864.00
Case Manager 4	3/1/2021 - 1/21/2022	40	46	\$ 24.50	\$ 45,864.00
Executive leadership	1/22/2021 - 1/21/2022	2	52	\$ 75.00	\$ 7,800.00
Finance and billing	1/22/2021 - 2/28/2021	2	5	31.88	\$ 318.80
Finance and billing	3/1/2021 - 1/21/2022	4	46	\$ 31.88	\$ 5,865.92
Human Resources	1/22/2021 - 2/28/2021	2	5	\$ 28.00	\$ 280.00
Human Resources	3/1/2021 - 1/21/2022	4	46	\$ 28.00	\$ 5,152.00
Operations	1/22/2021 - 2/28/2021	2	52	\$ 26.00	\$ 2,704.00
Data entry and reporting	1/22/2021 - 2/28/2021	4	5	\$ 24.50	\$ 490.00
Data entry and reporting	3/1/2021 - 1/21/2022	8	46	\$ 24.50	\$ 9,016.00
Labor Total					\$ 245,331.68
Operations and Program Expenses					
Category	Description				Total
Vehicles	Vehicle (x2) (lease, gas, maintenance, vehicle insurance)				\$ 38,400.00
Client Services	Relocations, bridge housing, transitional housing fees, emergency supplies, documentation fees, work expenses, travel expenses for appointments, etc.				\$ 36,000.00
Services and fees	Service fees and licenses for Continuum of Care data integration				\$ 1,600.00
Software Licenses	Client Management Software				\$ 7,027.00
Rent	Office space and office equipment/furniture rental				\$ 13,824.00
Equipment	Phones, computers (hardware and software) and equipment				\$ 10,858.00
Materials and Supplies	Uniforms, copies, forms, office supplies, equipment, etc.				\$ 4,176.00
	Financial audit				\$ 576.00
	Liability Insurance				\$ 2,160.00
Total Operations and Program Expenses					\$ 114,621.00
Direct Contingency Costs					
Category	Description				Total
Contingency Costs	At 5%: expenses on the project likely to occur and to be paid by City Net, but which are uncertain as to amount, time and category.				\$ 17,997.63
Total Operations and Program Expenses					\$ 17,997.63
Administrative Costs					
Category	Description				Total
Indirect Costs	At 10%: includes general expenses incurred by City Net but not directly borne by the project (utilities, taxes, insurance, legal, facilities, etc.)				\$ 35,995.27
Administration Total					\$ 35,995.27
Total Budget					\$ 413,945.58