

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

and

SUBRECIPIENT

2018 Subrecipient Agreement for the HUD Continuum of Care Program

Project Name

Grant Number: CAXXXXXXXXXXXXXX

DPSS-XXXXX



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- Attachment III – DPSS Administrative Handbook for HUD Continuum of Care Funded Programs
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This Subrecipient Agreement for the HUD Continuum of Care Program (herein referred to as "Agreement") is made and entered into this ____ day of _____, 2019, by and between **SUBRECIPIENT** (herein referred to as "SUBRECIPIENT"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as "COUNTY").

WHEREAS, the Department of Public Social Services (herein referred to as "DPSS") has been designated by the COUNTY to provide coordination and administration of the COUNTY's Continuum of Care Program; and,

WHEREAS, the COUNTY entered into a Continuum of Care Program (CDFA #14.267) Grant Agreement with the United States Department of Housing and Urban Development (herein referred to as "Grant"), governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. and the Continuum of Care Program (the "Rule");

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

- A. "Application" refers to the approved application and its submissions prepared by SUBRECIPIENT, which is the basis on which HUD approved the Grant.
- B. "APR" refers to the Annual Performance Report.
- C. "Continuum of Care Program" or "CoC Program" refers to the HUD program designed to promote communitywide commitment to the goal of ending homelessness and provide funding for efforts by homeless service providers.
- D. "COUNTY" or "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement. DPSS and COUNTY are used interchangeably in this Agreement.
- E. "Draw Down" refers to the HUD primary grant disbursement system called the Line of Credit Control System (LOCCS).
- F. "HMIS" refers to the Riverside County Homeless Management Information System.
- G. "HUD" refers to the United States Department of Housing and Urban Development.
- H. "Participant(s)" refers to individuals who utilize supportive housing services, including referral services or individuals who are residents or former residents of the housing project.
- I. "Project" refers to housing and/or supportive services for facilitating the movement of homeless individuals through the Continuum of Care into independent permanent housing.
- J. "RFP" refers to a Riverside County Request for Proposal.
- K. "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 subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.

L. "SUBRECIPIENT" refers to **SUBRECIPIENT** including its employees, agents, representatives, subcontractors and suppliers. **SUBRECIPIENT** and **SUBRECIPIENT** are used interchangeably in this Agreement.

M. "Technical Submission" refers to the second phase of the application process. Applicants who are conditionally selected for funding, are required to complete a detailed Project plan that contains technical information not described in the original Application.

2. DESCRIPTION OF SERVICES

SUBRECIPIENT shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services, and Attachment I – PII Privacy and Security Standards, Attachment II – Assurance of Compliance, Attachment III – DPSS Administrative Handbook for HUD Continuum of Care Funded Programs, Attachment IV – Continuum of Care Program Grant Agreement, and Attachment V – Application.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective **START DATE** ("Effective Date") and shall continue through **END DATE**, unless terminated earlier. **SUBRECIPIENT** shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter.

4. COMPENSATION

COUNTY shall pay **SUBRECIPIENT** for services performed, products provided, or expenses incurred in accordance with Schedule A, Payment Provisions. **COUNTY** is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Schedule A, **COUNTY** shall not be responsible for payment of any of **SUBRECIPIENT**'s expenses related to this Agreement. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to **SUBRECIPIENT**, but not used for purposes of this Agreement shall revert to **COUNTY** within thirty (30) calendar days of the expiration or termination.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

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

6. TERMINATION

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

B. **COUNTY** may, upon five (5) calendar days written notice, terminate this Agreement for **SUBRECIPIENT**'s default, if **SUBRECIPIENT** refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, **COUNTY** may proceed with the work in any manner deemed proper by **COUNTY**.

- C. After receipt of the notice of termination, SUBRECIPIENT shall:
- (1) Stop all work under this Agreement on the date specified in the notice of termination; and
 - (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.
- D. After termination, COUNTY shall make payment only for SUBRECIPIENT's performance up to the date of termination in accordance with this Agreement.
- E. SUBRECIPIENT's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonest or willful and material breach of this Agreement by SUBRECIPIENT; or in the event of SUBRECIPIENT's unwillingness or inability, for any reason whatsoever, to perform the terms of this Agreement. In such an event SUBRECIPIENT shall not be entitled to any further compensation under this Agreement.
- F. SUBRECIPIENT may, upon ninety (90) calendar days written notice, terminate this Agreement for cause if DPSS refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. SUBRECIPIENT shall state in its written notice the extent and effective date of termination.
- G. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

7. DEFAULT

- A. A default shall consist of any use of Grant funds for a purpose other than as authorized by this Agreement or failure of SUBRECIPIENT to provide the supportive housing for the minimum term in accordance with the requirements of the provisions of the CoC Program Rule, the Application, the Technical Submission, or this Agreement. In the event of an occurrence of default, COUNTY and HUD may take one or more of the following actions:
1. Issue a letter of warning advising SUBRECIPIENT of the default that establishes a date by which corrective actions must be completed and puts SUBRECIPIENT on notice that more serious actions will be taken if the default is not corrected or is repeated;
 2. Direct SUBRECIPIENT to submit progress schedules for completing the approved activities;
 3. Direct SUBRECIPIENT to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
 4. Direct SUBRECIPIENT to reimburse the program accounts for costs inappropriately charged to the program; and/or
 5. Make recommendations to HUD to reduce or recapture the Grant.
- B. No delay or omission by COUNTY in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any SUBRECIPIENT default.

8. **REQUEST FOR WAIVER AND WAIVER OF BREACH**
Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any term of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.
9. **OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL**
SUBRECIPIENT agrees that all materials, reports, or products, in any form including electronic, created by SUBRECIPIENT for which SUBRECIPIENT has been compensated pursuant to this Agreement shall be the sole property of COUNTY. The material, reports, or products may be used by the COUNTY for any purpose that COUNTY deems appropriate, including but not limited to, duplication and/or distribution within COUNTY or to third parties. SUBRECIPIENT agrees not to release or circulate, in whole or in part, such materials, reports, or products without prior written authorization of COUNTY.
10. **CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST**
A. SUBRECIPIENT covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with SUBRECIPIENT's performance under this Agreement. SUBRECIPIENT further covenants that no person or subcontractor having any such interest shall be employed or retained by SUBRECIPIENT under this Agreement. SUBRECIPIENT agrees to inform the COUNTY of all SUBRECIPIENT's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.
B. SUBRECIPIENT shall not, under any circumstances which could be perceived as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom SUBRECIPIENT is doing business or proposing to do business, in fulfilling this Agreement.
11. **RECORDS, INSPECTIONS, AND AUDITS**
A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting performance through any combination of on-site visits, inspections, evaluations, and SUBRECIPIENT self-monitoring. SUBRECIPIENT shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items.
B. SUBRECIPIENT shall maintain auditable books, records, documents, and other evidence relating to costs and expenses for this Agreement. SUBRECIPIENT shall maintain these records for at least three (3) years after final payment has been made or until pending COUNTY, state, and federal audits are completed, whichever is later.
C. Any authorized COUNTY, state or the federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as

COUNTY.

- D. If SUBRECIPIENT disagrees with an audit, SUBRECIPIENT may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. SUBRECIPIENT shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. SUBRECIPIENT shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate SUBRECIPIENT's performance at any time, upon reasonable notice to the SUBRECIPIENT.

12. CONFIDENTIALITY

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

13. PERSONALLY IDENTIFIABLE INFORMATION

- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and SUBRECIPIENT may collect PII for such purposes, to the extent such activities are authorized by law.
- B. SUBRECIPIENT may use or disclose PII only to perform functions, activities or services directly related to the administration of programs in accordance with WIC sections 10850 and 14100.2, 42 Code of Federal Regulations (CFR) section 431.300 et.seq, and 45 CFR 205.50 et.seq, or

as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the client, are allowable. Any other use or disclosure of PII requires the express approval in writing by COUNTY. SUBRECIPIENT shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.

- C. SUBRECIPIENT agrees to the PII Privacy and Security Standards attached as Attachment I. When applicable, SUBRECIPIENT shall incorporate the relevant provisions of Attachment I into each subcontract or sub-award to subcontractors.

14. **HOLD HARMLESS/INDEMNIFICATION**

SUBRECIPIENT agrees to indemnify and hold harmless COUNTY, its departments, agencies, and districts (including their officers, employees and agents) (collectively "COUNTY Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of SUBRECIPIENT (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. SUBRECIPIENT shall, at its sole expense and cost, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend COUNTY Indemnitees in any such claim or action. SUBRECIPIENT shall, at its sole cost, have the right to use counsel of its 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 claim or action so long as that does not compromise SUBRECIPIENT's indemnification obligation. SUBRECIPIENT's obligation hereunder shall be satisfied when SUBRECIPIENT has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe SUBRECIPIENT's obligations to indemnify and hold COUNTY harmless.

15. **INSURANCE**

- A. Without limiting or diminishing SUBRECIPIENT's obligation to indemnify or hold COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- C. SUBRECIPIENT's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, SUBRECIPIENT's carriers shall either; 1) reduce or eliminate such self-insured retention as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. SUBRECIPIENT shall cause SUBRECIPIENT's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original

copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. SUBRECIPIENT shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

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

16. **WORKER'S COMPENSATION**

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

17. **VEHICLE LIABILITY**

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then SUBRECIPIENT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single

limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as Additional Insured.

18. **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, and cross liability coverage, covering claims which may arise from or out of SUBRECIPIENT's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

19. **PROFESSIONAL LIABILITY**

If, at any time during the duration of this Agreement and any renewal or extension thereof, the SUBRECIPIENT, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the SUBRECIPIENT shall 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 SUBRECIPIENT's Professional Liability Insurance is written on a claim 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 SUBRECIPIENT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that SUBRECIPIENT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

20. **INDEPENDENT CONTRACTOR**

It is agreed that SUBRECIPIENT is an independent contractor and that no relationship of employer-employee exists between the parties. SUBRECIPIENT and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. COUNTY shall not be required to make any deductions for SUBRECIPIENT employees from the compensation payable to SUBRECIPIENT under this Agreement. SUBRECIPIENT agrees to hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement. SUBRECIPIENT agrees to indemnify and defend, at its sole expense and cost, including but not limited, to attorney fees, cost of investigation, defense and settlements, or awards, COUNTY, its officers, agents, and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.

21. **USE BY POLITICAL ENTITIES**

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

22. LICENSES AND PERMITS

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

23. NO DEBARMENT OR SUSPENSION

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

24. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

SUBRECIPIENT shall comply with all applicable federal, state, and local laws as well as all rules, regulations, requirements, and directives of applicable federal or state agencies and funding sources which impose duties and regulations upon COUNTY as though made with SUBRECIPIENT directly. In the event there is a conflict between the various laws or regulations that may apply, SUBRECIPIENT shall comply with the more restrictive law or regulation.

25. CLEAN AIR/WATER ACTS

As required in all contracts with an estimated total value in excess of \$100,000, 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 SUBRECIPIENT not to use facilities on the EPA list of violating facilities and to report violations to the EPA.

26. LEAD BASED PAINT

SUBRECIPIENT shall comply with the requirements, if 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).

27. ENVIRONMENTAL REQUIREMENTS

SUBRECIPIENT shall supply all available, relevant information necessary for COUNTY to perform for each property any environmental review as required under 24 CFR Part 50. SUBRECIPIENT shall also carry out mitigating measures required by COUNTY or select an alternate eligible property.

SUBRECIPIENT, or any subcontractor of SUBRECIPIENT, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a Project, or commit or expend HUD or local funds for eligible activities under this Agreement, until HUD has performed an environmental review under 24 CFR Part 50 and SUBRECIPIENT has received HUD approval of the property.

For all funded Applications, COUNTY will inform SUBRECIPIENT of any required additional environmental review.

28. SHELTER AND HOUSING STANDARDS

Emergency shelters must meet the minimum safety, sanitation, and privacy standards set forth in 24 CFR 576.403 (b), including but not limited to, accessibility standards in accordance with Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35; where applicable.

29. EMPLOYMENT PRACTICES

A. SUBRECIPIENT shall comply with all federal and state statutes and regulations in the hiring of its employees.

B. SUBRECIPIENT shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement and, if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).

C. In the provision of benefits, SUBRECIPIENT shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

D. By signing this Agreement or accepting funds under this Agreement, SUBRECIPIENT shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

E. SUBRECIPIENT shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirement for child support enforcement shall constitute a material breach of this Agreement.

30. PERSONNEL

A. Upon request by COUNTY, SUBRECIPIENT agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult Participants. The list shall include:

- i. All staff who work full or part-time positions by title, including volunteer positions;
- ii. A brief description of the functions of each position and hours each position worked; and
- iii. The professional degree, if applicable and experience required for each position.

B. COUNTY has the sole discretion to approve or not approve any person on the SUBRECIPIENT's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult Participants. COUNTY shall notify SUBRECIPIENT in writing of any person not approved, but to protect Participant confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, SUBRECIPIENT shall immediately remove that person from providing services under this Agreement.

C. Background Checks

SUBRECIPIENT shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Participants, 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. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.

31. LOBBYING

A. SUBRECIPIENT shall ensure 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 an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

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

C. SUBRECIPIENT shall require that the language of this certification be included in the award document for sub-awards at all tiers, including Subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

32. ADVERSE GOVERNMENT ACTION

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

33. SUBCONTRACTS

A. SUBRECIPIENT shall not enter into any Subcontract with any subcontractor who:

- i. Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
- ii. Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud; a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- iii. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; or
- iv. Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBRECIPIENT shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.

C. SUBRECIPIENT shall insert clauses in all Subcontracts to bind its subcontractors to the terms and conditions of this Agreement.

D. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of SUBRECIPIENT and COUNTY.

34. SUPPLANTATION

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

35. ASSIGNMENT

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

36. FORCE MAJEURE

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

37. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related

to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.

38. DISPUTES

- A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. SUBRECIPIENT shall proceed diligently with the performance of this Agreement pending resolution of a dispute.
- B. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

39. ADMINISTRATIVE/CONTRACT LIAISON

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

40. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

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

B. Participant Complaints

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

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

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
7894 Mission Grove Parkway, Suite 100
Riverside, CA 92508

(951) 358-6841

C. Services, Benefits and Facilities

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

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

D. Cultural Competency

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

41. NOTICES

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

DPSS for Agreement Issues:
 Department of Public Social Services
 Contracts Administration Unit
 P.O. Box 7789
 Riverside, CA 92513

DPSS for Program Issues
 Department of Public Social Services – Adult Services Division
 CoC-CORE (Coordination, Oversight, Reporting and Evaluation) Region
 1111 Spruce Street
 Riverside, CA 92507

Invoices and other financial documents:
 Department of Public Social Services
 Fiscal/Management Reporting Unit
 4060 County Circle Drive
 Riverside, CA 92503

SUBRECIPIENT:
SUBRECIPIENT'S ADDRESS

- 42. **SIGNED IN COUNTERPARTS**
 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
- 43. **MODIFICATION OF TERMS**
 This Agreement may be modified only by a written amendment signed by authorized representatives of both parties.
- 44. **ENTIRE AGREEMENT**
 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

Authorized Signature for SUBRECIPIENT	Authorized Signature for COUNTY
Printed Name of Person Signing:	Printed Name of Person Signing: Scott Haddon
Title:	Title: Sr. Procurement Contracts Specialist
Date Signed:	Date Signed:

Schedule A
Payment Provisions

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. SUBRECIPIENT shall be reimbursed by HUD, utilizing a Draw Down process, for an amount not to exceed \$X. XX. The COUNTY shall be reimbursed by HUD for an amount not to exceed \$X. XX. Said funds shall be spent in accordance with the line item budget below:

BUDGET CATEGORY	Total
LEASING	\$ X.XX
RENTAL ASSISTANCE	\$ X.XX
SUPPORTIVE SERVICES	\$ X.XX
OPERATING COSTS	\$ X.XX
HMIS	\$ X.XX
ADMINISTRATIVE COSTS (SUBRECIPIENT)	\$ X.XX
SUBRECIPIENT TOTAL	
ADMINISTRATIVE COSTS (COUNTY)	\$ X.XX
GRAND TOTAL	\$ Total Grant Amount

- b. SUBRECIPIENT will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation is not provided, COUNTY may delay payment until the information is received by COUNTY.
- c. SUBRECIPIENT shall submit claim in accordance with the DPSS Administrative Handbook for HUD Continuum of Care Funded Programs attached hereto as Attachment III and incorporated herein by this reference.
- d. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. Each claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days (see A.2 DISBURSEMENT OF FUNDS for actual payment information).
- e. All Program funds shall be expended by **End Date**.
- f. 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.
- g. Cash or In-Kind Match Documentation
1. The SUBRECIPIENT shall provide cash match documentation as set forth in the DPSS Administrative Handbook for HUD Continuum of Care Funded Programs (Attachment III).
 2. In the event that SUBRECIPIENT does not meet the requirements as set forth in paragraph A.1.g.1. above, COUNTY reserves the right to suspend or terminate this Agreement.

- h. An expenditure which is not authorized by the Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to COUNTY by SUBRECIPIENT.

A.2 DISBURSEMENT OF FUNDS

COUNTY shall disburse funds under this Agreement to SUBRECIPIENT as follows:

- a. SUBRECIPIENT shall submit claims for reimbursement pursuant to the Budget listed in paragraph A.1.a. on a monthly basis.
- b. SUBRECIPIENT shall be reimbursed as outlined in the DPSS Administrative Handbook for HUD Continuum of Care Funded Programs (Attachment III).

A.3 REALLOCATION OF FUNDS

Reallocating funds is one of the most important tools by which CoC Programs can make strategic improvements to their homelessness system. Through reallocation, CoC Programs can create new, evidence-informed Projects by eliminating Projects that are underperforming or are more appropriately funded from other sources. Projects with returned/unspent funds, regardless of the amount will be considered for reallocation by the CoC Board of Governance.

Schedule B
Scope of Services

- A. SUBRECIPIENT shall be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. SUBRECIPIENT shall also provide Participant linkages to other sources of support. SUBRECIPIENT shall keep records and reports established to 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. SUBRECIPIENT shall operate the Project in accordance with the provisions of title IV of the McKinney-Vento Homeless Assistance Act (42 USC 11301 et seq.) and the Continuum of Care Program rule. SUBRECIPIENT shall provide the services as set forth in the Scope of Work (**paragraph L of this schedule**).
- C. SUBRECIPIENT shall be responsible for meeting the requirements included in the DPSS Administrative Handbook for HUD Continuum of Care Funded Programs (Attachment III), the Continuum of Care Program Grant Agreement between HUD and COUNTY (Attachment IV), and the Application (Attachment V). SUBRECIPIENT shall use the most current version of Attachment III. Any subsequent changes to Attachment III issued by DPSS shall automatically be incorporated and serve as Attachment III to this Agreement. In the event any provisions of the attachments conflict with each other or this Agreement, the order of precedence shall be as follows: (1) Continuum of Care Program Grant Agreement between HUD and COUNTY, (2) the Application, (3) this Agreement, and (4) DPSS Administrative Handbook for HUD Continuum of Care Funded Programs.
- D. SUBRECIPIENT shall be responsible for assuring that Participants served under this Agreement meet the criteria specified in federal law for Participants served under the CoC Program.
- E. SUBRECIPIENT must ensure that all CoC Program Participants comply with the regulations applicable to the CoC program as set forth in 2 CFR Part 200, and 24 CFR Part 578. In the event that any federal or state laws or regulations, including without limitation regulations by HUD add, delete, modify, or otherwise change any statutory or regulatory requirements concerning the use or administration of these funds, HUD Program Participants shall comply with such requirements, as amended.
- F. SUBRECIPIENT must participate in the CoC Program Coordinated Entry System. The Coordinated Entry System (CES) is a part of the Riverside County Continuum of Care's cohesive and integrated housing crisis response system with our existing programs, bringing them together into a "no-wrong-door" system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals.
- G. SUBRECIPIENT shall comply with the Educational Assurance requirements as stipulated in the McKinney-Vento Homeless Education Assistance Improvements Act.
- H. 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 Participant data on a

regular and timely basis.

2. COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant SUBRECIPIENT access to use the HMIS software for the term of this Agreement.
3. SUBRECIPIENT shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside Continuum of Care HMIS Policies and Procedures Manual, which is located on the DPSS website: <http://dpss.co.riverside.ca.us/homeless-programs>.
4. SUBRECIPIENT must maintain a valid HMIS End User Agreement on file with COUNTY, which is located on the DPSS website: <http://dpss.co.riverside.ca.us/homeless-programs>.
5. SUBRECIPIENT must refer to the DPSS Administrative Handbook for HUD Continuum of Care Funded Programs (Attachment III) for further HMIS recordkeeping requirements.

I. SUBRECIPIENT certifies that

1. SUBRECIPIENT will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
2. The address or location of any family violence project assisted with Grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
3. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
4. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
5. The SUBRECIPIENT, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
6. SUBRECIPIENT will provide information, such as data and reports, as required by HUD.

J. RECORDKEEPING AND REPORTING

SUBRECIPIENT shall comply with the recordkeeping and reporting requirements found in the DPSS Administrative Handbook for HUD Continuum of Care Funded Programs (Attachment III).

K. MONITORING GRANT ACTIVITIES

SUBRECIPIENT shall comply with the monitoring of grant activities requirements found in the DPSS Administrative Handbook for HUD Continuum of Care Funded Programs (Attachment III).

L. SCOPE OF WORK

SUBRECIPIENT shall provide critical and quality services to assist individuals and individuals with families (with veterans and veterans with families as the priority population) to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. As part of a comprehensive continuum of services for individuals, guided by Individualized Service Plans, SUBRECIPIENT shall:

1. SCOPE OF WORK

ATTACHMENT I
PII Privacy and Security Standards

I. PHYSICAL SECURITY

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

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

II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.

- B. **Server Security.** Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- C. **Minimum Necessary.** Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. **Mobile Device and Removable Media.** All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. **Antivirus Software.** All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. **Patch Management.**
1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
 3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. **User IDs and Password Controls.**
1. All users must be issued a unique user name for accessing PII.
 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
 3. Passwords are not to be shared.
 4. Passwords must be at least eight (8) characters.
 5. Passwords must be a non-dictionary word.
 6. Passwords must not be stored in readable format on the computer or server.
 7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
 8. Passwords must be changed if revealed or compromised.
 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters (!,@,#, etc.)

- H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- I. System Timeout. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- J. Warning Banners. The systems providing access to PII must display a warning banner stating, at a minimum:
 - 1. Data is confidential;
 - 2. Systems are logged;
 - 3. System use is for business purposes only, by authorized users; and
 - 4. Users shall log off the system immediately if they do not agree with these requirements.
- K. System Logging.
 - 1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.
 - 2. The audit trail shall:
 - a. Be date and time stamped;
 - b. Log both successful and failed accesses;
 - c. Be read-access only; and
 - d. Be restricted to authorized users.
 - 3. If PII is stored in a database, database logging functionality shall be enabled.
 - 4. Audit trail data shall be archived for at least three (3) years from the occurrence.
- L. Access Controls. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- M. Transmission Encryption.
 - 1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
 - 2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
 - 3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- N. Intrusion Prevention. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

III. AUDIT CONTROLS

A. System Security Review.

- 1. The Contractor must ensure audit control mechanisms are in place.
- 2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.

3. Reviews should include vulnerability scanning tools.

- B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.
- C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

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

V. PAPER DOCUMENT CONTROLS

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

- E. Confidential Destruction. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the County.
- G. Faxing.
 - 1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
 - 2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
 - 3. Fax numbers shall be verified with the intended recipient before sending the fax.
- H. Mailing.
 - 1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
 - 2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the Contractor obtains prior written permission from the County to use another method.

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS
During the term of this Agreement, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

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

Breaches should be referred to:

DPSS Privacy Officer
Riverside County Department of Public Social Services
Business Continuity/Assurance and Review Services
7894 Mission Grove Parkway, Suite 100
Riverside, CA 92508
(951) 358-6841
privacyincident@rivco.org

ATTACHMENT II
Assurance of Compliance

ASSURANCE OF COMPLIANCE WITH

THE RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

SUBRECIPIENT

NAME OF ORGANIZATION

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

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

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

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

Date

Director's Signature

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

CR50-Vendor Assurance of Compliance

DEPARTMENT OF PUBLIC SOCIAL SERVICES

ADMINISTRATIVE HANDBOOK

HUD - CONTINUUM OF CARE FUNDED PROGRAMS



2018 NOFA Version

ADMINISTRATIVE HANDBOOK

HUD - CONTINUUM OF CARE FUNDED PROGRAM

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INTRODUCTION

This handbook provides project administration guidelines and financial reporting requirements for Subrecipients under contract with Riverside County Department of Public Social Services (DPSS) to operate the U.S. Department of Housing and Urban Development (HUD) grant-funded Continuum of Care (CoC) Program. This handbook does not supersede any law, regulation, or policy issued by the U.S. Government or HUD with regard to this program.

Assistance to homeless individuals was authorized by the McKinney-Vento Homeless Assistance Act of 1987 as amended by the Housing and Community Development Act of 1992, approved October 28, 1992. The Act established numerous programs to promote the development of housing and supportive services to assist homeless persons in the transition from streets and shelters to permanent housing and to achieve maximum self-sufficiency. The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), enacted into law on May 20, 2009, consolidates three of the separate homeless assistance programs administered by HUD under the McKinney-Vento Homeless Assistance Act into a single grant program known as the Continuum of Care Program (CoC). The HEARTH Act also codifies in law the Continuum of Care planning process, a longstanding part of HUD's application process to assist homeless persons by providing greater coordination in responding to their needs.

DPSS, as the HUD Grantee, partners with government and non-profit organizations through a contract to provide housing and supportive services to individuals and families experiencing homelessness within Riverside County.

This handbook is intended to outline the DPSS policies and procedures as well as provide the appropriate federal codes and regulations for the HUD Continuum of Care Program to ensure compliance.

DPSS CONTACTS

CONTINUUM OF CARE CORE REGION	
CoC CORE Manager	951-358-5638
Sr. Program Specialist	951-358-4913
CONTRACT ADMINISTRATION UNIT	
Contract Analyst	951-358-3892
FISCAL	
Administrative Services Supervisor	951-358-6549

GLOSSARY

AFFH – Affirmatively Furthering Fair Housing

APR – Annual Performance Report

CPA – Certified Public Accountant

CES – Coordinated Entry System

CFR – Code of Federal Regulations

CoC – Continuum of Care

CORE – Coordination, Oversight, Reporting and Evaluation

DPSS – Department of Public Social Services

E-SNAPS – Electronic Special Needs Assistance Programs

HMIS – Homeless Management Information System

HQS – Housing Quality Standards

HUD – Housing and Urban Development

LGBT – Lesbian, Gay, Bisexual, Transgender

MOU – Memorandum of Understanding

NOFA – Notice of Funding Availability

OMB – Office of Management and Budget

Recipient - the entity that receives the grant award and executes the grant agreement with HUD. A recipient may choose to subgrant part of all of the CoC Program grant to one or more subrecipients to operate the project, or the recipient may operate the project directly.

Subrecipient - an entity that receives a subgrant from the recipient to carry out the operation of the project.

VAWA – Violence Against Women Act

A. FISCAL COMPONENTS

The Subrecipient's financial system must comply with 2 CFR Part 200:

1. CLAIMS

Although federal regulations affecting claiming may change during the course of your grant, the regulations that were in effect at the time your grant was approved will usually apply until your grant expires or is renewed.

NOTE: Electronic claims are not accepted. A claim will not be considered as received until a hard copy of the claim with an original signature on the DPSS 3106 is received by DPSS.

2. CLAIM FORMS

Claims should be received by DPSS no later than 30 days after the end of the month in which services were provided using the DPSS 3106 HUD Programs Claim Form (see attached) with the required supporting documentation (see Section 5 *Supporting Documentation*).

NOTE: If the DPSS 3106 claim form is updated during the grant period, the most current version of the DPSS 3106 should be used.

3. TIME/ACTIVITY REPORTS

Time/Activity reports (see attached) are required for all staff (see Section 5 *Supporting Documentation*). Time/Activity reports are required to show the actual hours that staff worked in a particular activity on a grant. *The time/activity report hours must match the total hours on the payroll documentation that is provided.*

4. REIMBURSEMENTS/DISBURSEMENT OF FUNDS

Generally, reimbursement payments are sent within forty-five (45) days after receipt of a claim. An expenditure which is not authorized by the Agreement, or which cannot be adequately documented, shall be disallowed and will not be paid to the Subrecipient.

The most common causes for a delay in reimbursement is:

- Lack of documentation
- Incomplete documentation
- Unclear documentation

Once your claim has been reviewed, we will send you back a letter indicating any differences. If you disagree with any disallowance, please request any correction within 30 days from the date of the letter.

Any reimbursements that are made, and are found later to be ineligible by HUD or any other regulating entity, must be repaid by the Subrecipient upon request.

5. MATCH

All eligible funding costs, except leasing, must be matched with no less than a 25 percent cash or in-kind contribution. No match is required for leasing. The match requirements apply to project administration funds, along with the traditional expenses—operations, rental assistance, supportive services, and HMIS. Match must be met for each operating year. Match must be submitted with each monthly claim.

Match can be cash or in-kind. 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. Matching funds provided by state or local government used in a matching contribution are subject to maintenance of effort requirements. Match provided by other funding sources must be eligible to be used as match for the CoC program.

For an in-kind match, the Subrecipient may use the value of property, equipment, goods, or services contributed to the project, provided that, if the Subrecipient had to pay for such items with grant funds, the costs would have been eligible. If third-party services are to be used as a match, the Subrecipient and the third-party service provider that will deliver the services must enter into a memorandum of understanding (MOU)—**before the grant is executed**—documenting that the third party will provide such services and value towards the project.

All match must be for eligible activities and must follow the same documentation requirements as a reimbursement request.

If sufficient match is not included in each monthly claim to meet the required match percentage, DPSS reserves the right to move reimbursement requests to match to fulfill the match requirement.

6. PROGRAM INCOME

Subrecipients may use program income on any eligible costs in Subpart D of the CoC Program Interim Rule. Therefore, Subrecipients are prohibited from using program income on any costs that would not be eligible to charge to the CoC Program grant. Subrecipients must document that the program income was expended in accordance with the requirements of the CoC Program. With each monthly claim the Program Income Report (see attachment) must be submitted to show how the Program Income has been expended. The report will be started

with your first 2018 NOFA grant claim and be updated each month and included with each monthly claim. Reimbursement is contingent on the inclusion of this report with each claim.

7. SUPPORTING DOCUMENTATION

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

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

Fiscal staff reviews each claim for expenses that are:

- Allowable
- Allocable
- Reasonable

CLAIM DOCUMENTATION REQUIRED BY DPSS

LEASING / RENTAL ASSISTANCE
● Lease agreement (does not need to be submitted with each claim. Must be submitted at client move-in and each time a lease expires or changes.)
● Invoice or documentation of rent amount and due date
● Proof of payment (cancelled check or check stub)
● Rent Reasonableness
STAFF (Operations, Supportive Services, HMIS and Admin)
● Time Sheet
● Time and Activity Report
● Pay Stub or Payroll Report
EXPENSES (Operations, Supportive Services, HMIS and Admin)
● Invoice or receipt that is dated and has a detailed explanation of charges.
● Proof of payment (cancelled check or check stub)

8. CAPITAL PURCHASES

Capital expenditures are allowable, provided that items with a unit cost of \$5,000 or more have the prior written approval of DPSS *before the item is purchased* (2 CFR Part 200.439). DPSS will require proof that due diligence was achieved on the part of the subrecipient to ensure that the purchase is reasonable and was made using the procurement standards found referenced below under Procurement Standards.

9. PROCUREMENT STANDARDS

Agencies must follow the federal procurement standards found in 2 CFR Part 200.317-200.320.

10. INDIRECT COSTS

DPSS, with HUD's approval, has elected to allow Direct Costs only.

11. IDENTIFYING LINE ITEMS

- Acquisition (24 CFR Part 578.43)
- Rehabilitation (24 CFR Part 578.45)
- New Construction (24 CFR Part 578.47)
- Leasing (24 CFR Part 578.49)
- Rental Assistance (24 CFR Part 578.51)
- Supportive Services (24 CFR Part 578.53)
 - Assessment of Service Needs
 - Assistance with Moving Costs
 - Case Management
 - Child care
 - Education Services
 - Employment Assistance
 - Food
 - Housing/Counseling Services
 - Legal Services
 - Life Skills
 - Mental Health Services
 - Outpatient Health Services
 - Outreach Services
 - Substance Abuse Treatment Services
 - Transportation
 - Utility Deposits
 - Direct Provision of Services
- Operating Costs (24 CFR Part 578.55)
 - Maintenance/Repair
 - Property Taxes and Insurance

- Replacement Reserve
- Building Security
- Electricity, Gas, and Water
- Furniture
- Equipment (lease, buy)
- HMIS (24 CFR Part 578.57)
 - Equipment
 - Software
 - Services
 - Personnel
- Administration (24 CFR Part 578.59)
 - Administration

12. BUDGET MODIFICATIONS

After the effective date of this Agreement, no changes to program budget, funded homeless service providers, or eligible activities shall be made without prior approval from DPSS. Any changes to this Agreement must be made in writing and approved by DPSS prior to implementing the change. No requests will be approved retroactively.

- **Changes within a Budget Category**

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

- The total amount of the Agreement does not change;
- 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;
- The modification cannot remove any line item that was included in the original Application or Technical Submission (if applicable);
- 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.

- **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:

- The total amount of the Agreement does not change;

- 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;
- The modification cannot remove any line item that was included in the original Application or Technical Submission (if applicable);
- Modification requests must be submitted to DPSS no later than **ninety (90) days** prior to the end of the grant period.

- **Major Changes**

Changes 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.

- **Conditions for Approval**

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

- 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
- approval is received by HUD.

- **Requests for Approval**

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

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

13. ADVANCES

A one-time advance may be requested by new projects for an amount not to exceed 1/12th of the total grant amount (less the DPSS Admin). If an advance is issued it will be recouped with the first six monthly claims that are submitted. 17% of the advance will be recouped from each of the first 5 claims and 15% will be recouped from the 6th claim submitted (if there are not enough funds in a claim to recoup, the difference will be added to the next claim).

1. **Advance Request.** The subrecipient must submit a written request on agency letterhead and complete the DPSS 3106 form. With the request, the subrecipient must also submit their written procedures outlining their process as per the Federal Register 2 CFR Part 200. The procedure must adhere to CFR 2 Part 200.305(b)(1): *The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.*
2. **Advances are held to a minimum amount from CFR 2 Part 200.305(b)(1):** *Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.*
3. **Advances are held in interest bearing accounts, with interest being returned to HUD annually from CFR 2 Part 200.305(b)(8) and (9):**

(8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply:

- (i) The non-Federal entity receives less than \$120,000 in Federal awards per year.*
- (ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.*
- (iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.*
- (iv) A foreign government or banking system prohibits or precludes interest bearing accounts.*

(9) Interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually. Interest amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense.

DPSS reserves the right to approve or deny any advance request based on funding availability.

14. SUBCONTRACTS

Subrecipient must provide copies of any subcontracts or MOU's for any services (including In-Kind Match) that will be provided under this grant prior to those services being provided.

B. UNEXPENDED FUNDS AND CLOSE-OUTS

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.

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.

C. INSPECTION AND AUDITS

1. The Subrecipient shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement (refer to Recordkeeping Requirements).

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 five (5) 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 Subrecipient's conformity with specifications and adequacy of performance and services being provided in accordance with this Agreement.
7. As per 2 CFR Part 200.501 Audit Requirements and HUD Information Bulletin CPD-2018-03, subrecipients must submit a copy of their most current audit report to DPSS within the "earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period".

D. WITHHELD PAYMENTS

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.

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.

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

E. FISCAL ACCOUNTABILITY

The Subrecipient 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 Circular 2 CFR Part 200.

The Subrecipient must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, the Subrecipient must develop an accounting procedure manual. Said manual shall be made available to DPSS upon request or during fiscal monitoring visits.

F. 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 Subrecipient, 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.

G. REPORTING

Reporting due dates are determined by a project's operating start date. Each year is funded separately, and funds cannot be automatically rolled over from one year to another. Additionally, funds may only be rolled over within the same multi-year grant contract; funds may not be rolled over from one contract to another. Please note that different programs have different operating start dates.

1. The Subrecipient agrees to complete the Annual Performance Report (APR) in e-snaps, SAGE or any other system designated by HUD 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. Additional reports may be requested at any time by DPSS and/or HUD to meet other applicable reporting or audit requirements, as well as evaluating project performance.

H. RECORDKEEPING REQUIREMENTS

The Subrecipients must establish and maintain standard operating procedures for ensuring that Continuum of Care program funds are used in accordance with the recordkeeping requirements and must establish and maintain sufficient records to enable DPSS/HUD to determine whether the Subrecipient is meeting the requirements of 24 CFR Part 578.103.

1. The Subrecipient must maintain and follow written intake procedures to ensure program compliance. The procedures must require documentation at intake of the evidence relied upon to establish and verify homeless or chronically homeless status. The procedures must establish the order of priority for obtaining evidence as third-party documentation first, intake worker observations second, and certification from the person seeking assistance third. Records contained in an HMIS, or comparable database used by victim service or legal service providers, are acceptable evidence of third-party documentation and intake worker observations if the HMIS, or comparable database, retains an auditable history of all entries, including the person who entered the data, the date of entry, and the change made, and if the HMIS prevents overrides or changes of the dates on which entries are made.
2. As part of the Chronically Homeless definition, evidence that the individual is a homeless individual with a disability must include documentation at intake of the evidence relied upon to establish and verify the disability of the person applying for homeless assistance. Acceptable evidence of the disability includes written verification of the disability from a professional licensed by the state to diagnose and treat the disability and his or her certification that the disability is expected to be long-continuing or of indefinite duration and substantially impedes the individual's ability to live independently; written verification from the Social Security Administration; the receipt of a disability check (e.g., Social Security Disability Insurance check or Veteran Disability Compensation); intake staff-recorded observation of disability that, no later than 45 days from the application for assistance, is confirmed and accompanied by the required evidence.
3. Subrecipient must ensure that records of all grant activities are complete and correct to enable DPSS/HUD to determine whether recipient and Subrecipients are meeting CoC Program Interim Rule requirements and must be retained for the five (5) 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.

The Subrecipient agrees to keep all records containing protected information secure and confidential.

4. Program participant records. In addition to evidence of homeless or chronically homeless status, as applicable, the Subrecipient must keep records for each program participant that document:

- Coordinated Entry System. Subrecipients must retain evidence of referral received from Coordinated Entry System and/or HomeConnect that initiated program assistance.
- Services provided. All services, assistance and type of supportive services provided to the program participant, including evidence that the Subrecipient has conducted an annual assessment of services for those program participants that remain in the program for more than a year and adjusted the service package accordingly, and including case management services as provided in § 578.37(a)(1)(ii)(F). Where applicable, compliance with the termination of assistance requirement in § 578.91.
- Annual income. For each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant, the Subrecipient must keep the documentation of annual income specified by HUD and completed by the Subrecipient; and source documents (e.g., most recent wage statement, unemployment compensation statement, public benefits statement, bank statement) for the assets held by the program participant and income received before the date of the evaluation; to the extent that source documents are unobtainable, a written statement by the relevant third party (e.g., employer, government benefits administrator) or the written certification by the Subrecipient's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period; or to the extent that source documents and third-party verification are unobtainable, the written certification by the program participant of the amount of income that the program participant is reasonably expected to receive over the 3-month period following the evaluation. Income of program participants must be calculated in accordance with 24 CFR 5.609 and 24 CFR 5.611(a).
- Calculation of occupancy charges. The Subrecipient must retain evidence of compliance with the § 578.77 Calculating occupancy charges and rent, if occupancy charges are imposed.
- Utility allowance. For all utility allowance calculations, Subrecipients must utilize the most current utility allowance charts provided by the Housing Authority of the County of Riverside (see attachment).
- Housing standards. The Subrecipient must retain documentation of compliance with the housing standards in § 578.75(b), including inspection reports.
- Occupancy agreements and leases. Subrecipient must retain all signed occupancy agreements or leases for program participants residing in housing.

I. PARTICIPATION IN COORDINATED ENTRY SYSTEM

CoC funded projects are required to participate in the local Coordinated Entry System. As defined by HUD:

“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:

- make it easier for persons experiencing homelessness or a housing crisis to access the appropriate housing and service interventions;
- prioritize persons with the longest histories of homelessness and the most extensive needs;
- lower barriers to entering programs or receiving assistance; and,
- ensure that persons receive assistance and are housed as quickly as possible.

J. ASSESSMENT AND MONITORING

Riverside County is on record the applicant and grantee for the HUD grant funds. As such, the Riverside County DPSS is responsible for ensuring that the funds received by Subrecipients are utilized according to federal law and policy, and that goals established in the Project Application, Technical Submission, and Contract are being met. To ensure that the County and Subrecipients comply with HUD and all applicable policies, DPSS will conduct on-site program, financial, and contract compliance monitoring visits at least once annually.

Reviews will be conducted by representatives from the CoC CORE Region (lead) and the Subrecipient’s liaison from the Fiscal Unit. The purpose of the monitoring visit is to assess how well the Subrecipient is implementing its grant and/or to offer technical assistance.

In preparation for the on-site monitoring visit, the monitoring team will contact the Subrecipient to arrange a mutually convenient date for the visit, explain the purpose of the monitoring visit, and provide an advance copy of the monitoring tool.

The County will follow a monitoring plan and conduct a Monitoring Visit Entrance Meeting and Exit Meeting. During the Entrance meeting, the monitoring team will meet Subrecipient key personnel and provide an overview of the review process. At the Exit meeting, the County will review and comment on areas which might be a finding or a concern during the visit.

DPSS will prepare Monitoring Report for the review not later than thirty (30) days after the visit. The Subrecipient will be given, if appropriate, thirty (30) days to respond to the report, including submission of a corrective action plan to address concern/finding.

Subrecipients agree to facilitate and be subject to monitoring grant activities by DPSS to ensure compliance with applicable CoC Program regulations and requirements. In addition, projects

will be evaluated for HUD System Performance Measures outcome. The monitoring must cover each program, function or activity.

1. An onsite monitoring visit of the homeless service provider shall occur whenever deemed necessary by DPSS, but at least once during the grant period.
2. DPSS will monitor the performance of the Subrecipient based on a risk assessment and according to the terms of this Agreement.
3. DPSS will monitor the Subrecipient and funded project based on the performance measures used by HUD in the Continuum of Care Program. In the event that project-level or system-wide performance consistently remains in the lowest quartile compared to all participant Service Areas in the Continuum of Care allocation, DPSS will work collaboratively with the Subrecipient to develop performance improvement plans which will be incorporated into this Agreement.
4. If it is determined that a Subrecipient falsified any certification, application and/or client information, financial, or contract report, the Subrecipient shall be required to reimburse the full amount of the CoC award to DPSS, and may be prohibited from any further participation in the CoC Program. DPSS may impose any other actions permitted under 24 CFR 576.501 (c).

K. HOUSING QUALITY STANDARDS

Subrecipients of CoC Program grant funds must abide by Housing Quality Standards (HQS) and suitable dwelling size required under 24 CFR 982.401 and § 578.75 General Operations of the Continuum of Care Program Interim Rule. In addition, Subrecipients must provide housing or services that comply with all applicable State and local housing codes, licensing requirements, and any other requirements in the project's jurisdiction.

Subrecipients prior to providing assistance on behalf of a program participant must physically inspect each unit to assure that the unit meets housing quality standards. This requirement is designed to ensure that program participants are placed in housing that is suitable for living.

Housing provided to a CoC program participant must be decent, safe, and sanitary. This applies to leased housing and where rental assistance payments are made. § 578.75(b).

Assistance will not be provided for units that fail to meet HQS, unless the owner corrects any deficiencies within 30 days from the date of the initial inspection and the recipient or Subrecipient verifies that all deficiencies have been corrected.

Subrecipients must follow the HQS General Requirements listed below and must complete HUD 52580 HQS Inspection Checklist (24 CFR § 982.401). See Attachment on page 20.

1. Sanitary facilities;

2. Food preparation and refuse disposal;
3. Space and security;
4. Thermal environment;
5. Illumination and electricity;
6. Structure and materials;
7. Interior air quality;
8. Water supply;
9. Lead-based paint;
10. Access;
11. Site and neighborhood;
12. Sanitary condition; and
13. Smoke Detectors.

Following are the types of inspections to be performed:

1. Initial: An inspection that must take place to ensure that the unit passes HQS before assistance can begin; this inspection is conducted upon receipt of Request for Tenancy Approval;
2. Annual: An inspection to determine that the unit continues to meet HQS; this inspection must be conducted within 12 months of the last annual inspection;
3. Complaint: An inspection caused by the authority receiving a complaint from any source regarding the unit by anyone;
4. Special/Quality Control: An inspection requested/conducted by a third party.

DPSS will verify that the initial and annual inspections were conducted during project monitoring which will occur approximately 6 months after project implementation. DPSS will monitor Housing Quality Standards (HQS) in accordance with the Code of Federal Regulations 24 CFR 578.75(b) and 24 CFR Part 982, by conducting quality control inspections for a sample of ten percent (10%) of a project's actively enrolled units, to meet HUD requirements. The purpose of Quality Control inspections is to ascertain that Subrecipients are conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in the application of HQS.

L. LEASE AGREEMENT

Lease agreement is a statutory requirement and requires a lease that has an initial term of at least one year, is renewable, and is terminable only for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.

Subrecipient must retain a copy of a duly executed lease-agreement in the participant's file.

M. RENT REASONABLENESS

The Subrecipient 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. Per § 578.51 (g) of the Continuum of Care Interim Rule.

The Subrecipient agrees to obtain and retain records of rent reasonableness for all CoC Program participants prior to providing assistance.

N. HEARTH ACT COMPLIANCE

This section is to ensure compliance with the requirements of the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH Act): Continuum of Care (CoC) Program Interim Rule.

1. Participation of Homeless Individuals

The HEARTH Act CoC Program Interim Rule states that the recipient or Subrecipient must document its compliance with the homeless participation requirements under § 578.75(g), which is as follows:

Participation of homeless individuals.

1. Each Subrecipient must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policymaking entity of the Subrecipient, to the extent that such entity considers and makes policies and decisions regarding any project, supportive services, or assistance provided under this part. This requirement is waived if a Subrecipient is unable to meet such requirement and obtains HUD approval for a plan to otherwise consult with homeless or formerly homeless persons when considering and making policies and decisions.
2. Each Subrecipient of assistance under this part must, to the maximum extent practicable, involve homeless individuals and families through employment; volunteer services; or otherwise in constructing, rehabilitating, maintaining, and operating the project, and in providing supportive services for the project.

2. Faith-Based Activities

Pursuant to Section 8406 (b) (2) of the State Regulations, Subrecipient shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or philosophical ritual, service, meeting or rite.

The HEARTH Act CoC Program Interim Rule states that the Subrecipient must document its compliance with faith-based activities requirements under § 578.87(b), which is as follows:

Faith-based activities.

1. Equal treatment of program participants and program beneficiaries.
 - (i) Program participants. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the Continuum of Care program. Neither the Federal Government nor a State or local government receiving funds under the Continuum of Care program shall discriminate against an organization on the basis of the organization's religious character or affiliation. Recipients and Subrecipients of program funds shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.
 - (ii) Beneficiaries. In providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, program participants shall not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.
2. Separation of explicitly religious activities. Subrecipients of Continuum of Care funds that engage in explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, must perform such activities and offer such services outside of programs that are supported with federal financial assistance separately, in time or location, from the programs or services funded under this part, and participation in any such explicitly religious activities must be voluntary for the program beneficiaries of the HUD-funded programs or services.
3. Religious identity. A faith-based organization that is a Subrecipient of Continuum of Care program funds is eligible to use such funds as provided under the regulations of this part without impairing its independence, autonomy, expression of religious beliefs, or religious character. Such organization will retain its independence from federal, State, and local government, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct program funds to support or engage in any explicitly religious activities, including activities that involve overt religious content, such as worship,

religious instruction, or proselytization, or any manner prohibited by law. Among other things, faith-based organizations may use space in their facilities to provide program-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, a Continuum of Care program-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

3. Involuntary Family Separation

The HEARTH Act CoC Program Interim Rule states that the recipient or subrecipient must document its compliance with involuntary family separation requirements under § 578.93(e), which is as follows:

(e) Prohibition against involuntary family separation. The age and gender of a child under age 18 must not be used as a basis for denying any family's admission to a project that receives funds under this part.

4. Discrimination Policy

Federal and California State laws note that discrimination can be based on race, color, national origin or gender. Discrimination can also be based on age, religion, disability, familial status or sexual orientation.

O. HOUSING FIRST

The Housing First model prioritizes rapid placement and stabilization in permanent housing that does not have service participation requirements or preconditions. This means projects must allow entry to program participants regardless of their income, current or past substance use, history of victimization (e.g., domestic violence, sexual assault, childhood abuse), and criminal record – with the exception of restrictions imposed by federal, state or local law or ordinance (e.g., restrictions on serving people who are listed on sex offender registries).

Subrecipients must commit to applying the Housing First model to all CoC Program funded projects.

P. AFFIRMATIVELY FURTHERING FAIR HOUSING (AFFH)

Affirmatively Furthering Fair Housing (AFFH) is a legal requirement that federal agencies and federal grantees further the purposes of the Fair Housing Act. This obligation to affirmatively further fair housing has been in the Fair Housing Act since 1968 (for further information see Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3608 and Executive Order 12892). HUD's AFFH

rule provides an effective planning approach to aid program participants in taking meaningful actions to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination. As provided in the rule, AFFH means "taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all of a program participant's activities and programs relating to housing and urban development."

Q. EQUAL ACCESS RULE

Subrecipients are required to abide by HUD's Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity final rule 24 CFR Parts 5, 200, 203, 236, 400, 570, 574, 882, 891, and 982. This rule clarifies that all otherwise eligible families, regardless of marital status, sexual orientation, or gender identity, will have the opportunity to participate in HUD programs. In the majority of HUD's rental programs the term "family" already has a broad scope, and includes a single person and families with or without children. HUD's rule clarifies that otherwise eligible families may not be excluded because one or more members of the family may be a lesbian, gay, bisexual, and/or transgender (LGBT) individual, have an LGBT relationship, or be perceived to be such an individual or in such relationship.

This rule prohibits Subrecipients of HUD-assisted housing from asking about an applicant or occupant's sexual orientation and gender identity for the purpose of determining eligibility or otherwise making housing available.

R. VIOLENCE AGAINST WOMEN ACT (VAWA)

The Violence Against Women Reauthorization Act of 2013 (VAWA 2013) significantly expanded housing protections to victims of domestic violence, dating violence, sexual assault, and stalking across HUD's core housing and homelessness programs. Subrecipients must comply with the VAWA final rule.

S. ENVIRONMENTAL REQUIREMENTS

The Subrecipient shall supply all available, relevant information necessary for DPSS to perform for each property any environmental review as required under 24 CFR Part 50. The Subrecipient

shall also carry out mitigating measures required by DPSS or select an alternate eligible property.

The Subrecipient, or any subcontractor of the Subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project, or commit or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR Part 50 and the Subrecipient has received HUD approval of the property.

For all funded applications, DPSS will inform the Subrecipient of any required additional environmental review.

T. TERMINATION OF ASSISTANCE TO PROGRAM PARTICIPANTS

The interim rule provides that a recipient may terminate assistance to a participant who violates program requirements or conditions of occupancy. The recipient must provide a formal process that recognizes the due process of law. Recipients may resume assistance to a participant whose assistance has been terminated. Recipients that are providing permanent supportive housing for hard-to-house populations of homeless persons must exercise judgment and examine all circumstances in determining whether termination is appropriate. Under this interim rule, HUD has determined that a participant's assistance should be terminated only in the most severe cases.

U. PROJECT RENEWALS

If the Subrecipient wishes to renew its contract with Riverside County DPSS, the Subrecipient will need to apply through the HUD NOFA (Notice of Funding Availability) competitive process during the final year of the active grant.

All approved renewal applications will be submitted as part of the County's Consolidated Application. Problems that could prevent a program from being submitted for renewal, or receiving a low-ranking score include, but are not limited to, failure to meet program goals, low performance, mismanagement of funds, or failure to serve the population targeted in the project application.

During the application process, all applications are evaluated and ranked by an independent review panel. The review and evaluation process is approved by the CoC Board of Governance and include evaluation of project performance, compliance with rules and regulations and cost effectiveness.

V. CRIMINAL BACKGROUND

The Subrecipient providing services to minors is required to conduct criminal background records checks on all employees, subcontractors, and volunteers providing services under the

Continuum of Care Program. Subrecipient must retain a copy of a criminal background records verification and available for review by DPSS.

CoC PROGRAM REFERENCE GUIDE

1. 24 CFR Part 578
https://www.onecpd.info/resources/documents/CoCProgramInterimRule_FormattedVersion.pdf
2. McKinney-Vento Homeless Assistance Act as Amended
<https://www.hudexchange.info/resource/1715/mckinney-vento-homeless-assistance-act-amended-by-hearth-act-of-2009/>
3. OMB Circular 2 CFR Part 200 (OFFICE OF MANAGEMENT AND BUDGET GUIDANCE FOR GRANTS AND AGREEMENTS)
<http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>
4. HUD Exchange
<https://www.hudexchange.info/homelessness-assistance/>
5. Sage HMIS Reporting Repository
<https://www.sagehmis.info/logon>
6. Coordinated Entry Policy Brief
<https://www.hudexchange.info/resource/4427/coordinated-entry-policy-brief/>
7. Department of Public Social Services – CoC CORE Region
<http://dpss.co.riverside.ca.us/homeless-programs>

EXHIBIT A

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES
 U.S. Department of Housing and Urban Development
 Continuum of Care Homeless Assistance Programs

Continuum of Care Program

Grant No. _____ Claim No. _____

Prepared by: _____ Tel #/Ext. _____

Name of Payee: _____
(Agency) (Tax ID or SSN)

Address: _____
(Street) (City) (State) (Zip Code)

Line Item	Activity	Line Item	Activity	Line Item	Activity
1010	Acquisition	1040	Rental Assistance	1062	COC Planning
1020	Rehabilitation	1050	Supportive Services	1100	Leasing
1021	New Construction	1051	HMIS	1120	Other
1030	Operating Cost	1060	Administrative Cost		

Date of Service: _____

					For DPSS Use Only
Line Item	Activity	Description	Cash/In-Kind Match	Amount Billed	Amount Paid
TOTAL					

PLEASE NOTE: All source documents and proof of payment have been attached. These source documents include invoices (not billing statements), payroll registers, receipts and contracts. Proof of payment is herein attached in the form of copies of checks or warrants.

I declare under penalty of perjury that the foregoing is true and correct.

Authorized Signature: _____ Date of Request: _____

For DPSS Use Only		
Business Unit: _____	Purchase Order #: _____	Invoice #: _____
Dept. ID: _____	If amount authorized is different from amount requested, please explain:	
Fund: _____		
Account: _____		
Program: _____	Program: _____	Date: _____
Project/Grant: _____	MRU: _____	Date: _____
Vendor Code: _____	Contracts: _____	Date: _____

EXHIBIT B

HUD CONTINUUM OF CARE TIMEACTIVITY REPORT
SUBRECIPIENT NAME - EMPLOYEE NAME

DATES: (dates for pay period)

GRANT #

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL	
SUPPORTIVE SERVICES																																	
Assessment of Service Needs																																	0.00
Assistance with Moving Costs																																	0.00
Case Management																																	0.00
Child Care																																	0.00
Education Services																																	0.00
Employment Assistance																																	0.00
Food																																	0.00
Housing/Counseling Services																																	0.00
Legal Services																																	0.00
Life Skills																																	0.00
Mental Health Services																																	0.00
Outpatient Health Services																																	0.00
Outreach Services																																	0.00
Substance Abuse Treatment Services																																	0.00
Transportation																																	0.00
Utility Deposits																																	0.00
Direct Provision of Svcs																																	0.00
Total Supp. Svcs																																	0.00
OPERATIONS																																	
Maintenance/Repair																																	0.00
Property Taxes and Insurance																																	0.00
Building Security																																	0.00
Electricity, Gas & Water																																	0.00
Furniture																																	0.00
Equipment																																	0.00
Total Operations																																	0.00
HMS																																	
Personnel																																	0.00
Total HMS																																	0.00
ADMIN																																	
General Mgmt, Oversight & Coordination																																	0.00
Budgets/Schedules																																	0.00
Developing Systems (Pgm Compliance)																																	0.00
Developing Subrecipient Agreements																																	0.00
Monitoring for Pgm Compliance																																	0.00
Preparing Pgm Reports (Etc APR)																																	0.00
Receiving Audit/Monitoring Findings																																	0.00
Evaluating Pgm																																	0.00
Managing/Supervising above staff																																	0.00
Total Admin																																	0.00
Non-Project																																	0.00
Total Non-Project																																	0.00
Vacation																																	0.00
Sick																																	0.00
Holiday																																	0.00
Other Paid Time Off																																	0.00
Total Fringe																																	0.00
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Total Hours	0.00
Total Fringe Hrs	0.00
Difference	0.00
Actual Hrs - Supp. Svcs.	0.00
Actual Hrs - Operations	0.00
Actual Hrs - HMS	0.00
Actual Hrs - Admin	0.00
Non-Project Hours	0.00

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

Employee Signature _____ Date _____

Supervisor Signature _____ Date _____

revised 8/16/2013

HUD CONTINUUM OF CARE TIMEACTIVITY REPORT
 SUBRECIPIENT NAME - EMPLOYEE NAME
 LEASING / RENTAL ASSISTANCE ONLY

DATES: (dates for pay period)

GRANT #

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL	
LEASING / RENTAL ASSISTANCE																																	
Receiving new participants into the program																																	0.00
Providing housing information and search assistance																																	0.00
Determining participant income and rent contributions																																	0.00
Inspecting units for compliance with Housing Quality Standards																																	0.00
Processing rental payments to landlords																																	0.00
Total Leasing/RA																																	0.00
Non-Project																																	0.00
Total Non-Project																																	0.00
Vacation																																	0.00
Sick																																	0.00
Holiday																																	0.00
Other Paid Time Off																																	0.00
Total Fringe																																	0.00
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

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

Total Hours	0.00
Total Fringe Hrs	0.00
Difference	0.00
Actual Hrs - Leasing/RA	0.00
Non-Project Hours	0.00

Employee Signature _____ Date _____

Supervisor Signature _____ Date _____

EXHIBIT C

PROGRAM INCOME REPORT

SUBRECIPIENT NAME:

GRANT #:

DATE RECEIVED	AMT RCVD	RCVD FROM CLIENT ID#	DATE EXPENDED	AMT EXPENDED	EXPENDED ON (Supplies, salaries, outreach, etc.)	CoC BUDGET CATEGORY	BALANCE
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
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							\$0.00

EXHIBIT D

Inspection Checklist

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0102
(Exp. 04/30/2018)

Housing Choice Voucher Program

Public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Name of Family		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection <input type="checkbox"/>	Date of Last Inspection (mm/dd/yyyy)		PHA

A. General Information

Inspected Unit	Year Constructed (yyyy)	Housing Type (check as appropriate) <input type="checkbox"/> Single Family Detached <input type="checkbox"/> Duplex or Two Family <input type="checkbox"/> Row House or Town House <input type="checkbox"/> Low Rise: 3, 4 Stories, including Garden Apartment <input type="checkbox"/> High Rise: 5 or More Stories <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Congregate <input type="checkbox"/> Cooperative <input type="checkbox"/> Independent Group Residence <input type="checkbox"/> Single Room Occupancy <input type="checkbox"/> Shared Housing <input type="checkbox"/> Other
Full Address (including Street, City, County, State, Zip)		
Number of Children in Family Under 6		
Owner		
Name of Owner or Agent Authorized to Lease Unit Inspected		Phone Number
Address of Owner or Agent		

B. Summary Decision On Unit (To be completed after form has been filled out)

<input type="checkbox"/> Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms
<input type="checkbox"/> Fail		
<input type="checkbox"/> Inconclusive		

Inspection Checklist

Item No.	1. Living Room	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.1	Living Room Present					
1.2	Electricity					
1.3	Electrical Hazards					
1.4	Security					
1.5	Window Condition					
1.6	Ceiling Condition					
1.7	Wall Condition					
1.8	Floor Condition					

Previous editions are obsolete

* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;
 3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pas	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2. Kitchen						
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
3. Bathroom						
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Previous editions are obsolete

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form HUD-52588 (4/2015)
ref Handbook 7420.8

Item	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In- Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear	____ Floor Level
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear	____ Floor Level
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear	____ Floor Level
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code * and Room Location	(Circle One) Right/Center/Left		(Circle One) Front/Center/Rear	Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
4.10	Smoke Detectors					
4.1	Room Code* and Room Location	(Circle One) Right/Center/Left		(Circle One) Front/Center/Rear	Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
4.10	Smoke Detectors					
5. All Secondary Rooms (Rooms not used for living)						
5.1	None Go to Part 6					
5.2	Security					
5.3	Electrical Hazards					
5.4	Other Potentially Hazardous Features in these Rooms					

Item No.	6. Building Exterior	Yes Pass	No Fail	In - Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint Exterior Surfaces Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				Not Applicable	
6.7	Manufactured Home: Tie Downs					
7. Heating and Plumbing						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
8. General Health and Safety						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead-Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

C. Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Checklist any positive features found in relation to the unit.

D. Questions to ask the Tenant (Optional)

1. Living Room

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

2. Kitchen

- Dishwasher
- Separate freezer
- Garbage disposal
- Eating counter/breakfast nook
- Pantry or abundant shelving or cabinets
- Double oven/self cleaning oven, microwave
- Double sink
- High quality cabinets
- Abundant counter-top space
- Modern appliance(s)
- Exceptional size relative to needs of family
- Other: (Specify)

3. Other Rooms Used for Living

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

4. Bath

- Special feature shower head
- Built-in heat lamp
- Large mirrors
- Glass door on shower/tub
- Separate dressing room
- Double sink or special lavatory
- Exceptional size relative to needs of family
- Other: (Specify)

5. Overall Characteristics

- Storm windows and doors
- Other forms of weatherization (e.g., insulation, weather stripping) Screen doors or windows
- Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- Garage or parking facilities
- Driveway
- Large yard
- Good maintenance of building exterior
- Other: (Specify)

6. Disabled Accessibility

Unit is accessible to a particular disability. Yes No
Disability

1. Does the owner make repairs when asked? Yes No
2. How many people live there?
3. How much money do you pay to the owner/agent for rent? \$ _____
4. Do you pay for anything else? (specify) _____
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range _____ Refrigerator _____ Microwave
6. Is there anything else you want to tell us? (specify) Yes No

E. Inspection Summary/Comments (Optional)

Provide a summary description of each item which resulted in a rating of "Fail" or "Pass with Comments."

Tenant ID Number	Inspector	Date of Inspection (mm/dd/yyyy) Address of Inspected Unit
Type of Inspection	Initial	Special
Reinspection		

Item Number Reason for "Fail" or "Pass with Comments" Rating

Continued on additional page Yes No

ATTACHMENT IV
Continuum of Care Program Grant Agreement