

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.3  
(ID # 12289)**

**MEETING DATE:**  
Tuesday, June 16, 2020

**FROM:** EXECUTIVE OFFICE:

**SUBJECT:** EXECUTIVE OFFICE: State of California Business, Consumer Services and Housing Agency (BCSH) Homeless Housing, Assistance and Prevention funding - County of Riverside Grant Agreement (Agreement No. 20-HCFC-00056). Districts: All; [Total Cost: \$3,067,749.91, 100% State]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify acceptance of the Homeless Housing, Assistance and Prevention (HHAP) grant from BCSH in the amount of \$3,067,749.91 to be 100% encumbered by May 31, 2023, and spent no later than June 30, 2025, to support regional coordination and to expand or develop local capacity to address the County's immediate homelessness challenges;
2. Ratify and approve Standard Agreement No. 20-HCFC -00056 between BCSH and the County of Riverside for the Homeless Housing, Assistance and Prevention grant in the amount of \$3,067,749.91, effective July 1, 2020 (or earlier as permitted by the HHAP Program) through June 30, 2025 ("Grant Agreement");
3. Authorize the County Executive Officer, or designee, to allocate and use the awarded HHAP funds as generally described in the table below, without further Board of Supervisors action, so long as use and allocation of funds is consistent with the award requirements set forth in the attached Grant Agreement and as authorized by Health & Safety Code section 50219, subdivision (c);

**ACTION:**

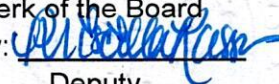
  
Lisa D Brandl 6/10/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Hewitt, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: June 16, 2020  
xc: EO, Housing

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy



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4. Approve the form of the Subrecipient Agreement for the 2020 HHAP template (Template), attached;
5. In the event the County Executive Officer, or designee, determines it is appropriate to allocate a portion of the County's awarded HHAP funds to any other entities, authorize the County Executive Officer, or designee, to execute the individual HHAP Subrecipient Agreements, substantially conforming in form and substance to the Template and as approved by County Counsel, for the service projects in an amount not to exceed the funding amount approved by the Board of Supervisors and as generally described in the table below without further action by the Board of Supervisors;
6. Authorize the County Executive Officer, or designee, to administer the Grant Agreement and any related HHAP Subrecipient Agreements, including signing any amendments that do not change the substantive terms of the Template and any amendments that move funds between the subrecipients not to exceed the total grant amount, as approved by BCSH; and
7. Authorize the County Executive Officer, or designee, to execute any and all necessary agreements and documents to implement and administer the County's allocation of the HHAP Program and Grant Agreement; and

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 3,067,749.91	\$ 0	\$ 3,067,749.91	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% State Funds</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	20/21

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Pursuant to the provisions of Chapter 159, Statutes of 2019, as amended by Assembly Bill No. 101, and signed into law by Governor Gavin Newsom on July 31, 2019, the Homeless Coordinating and Financing Council ("HCFC"), which exists within the Business, Consumer Services and Housing Agency ("BCSH" or "Agency") is to allocate a total of \$640,000,000, of which \$190,000,000 to Continuums of Care, \$275,000,000 to Large Cities (population of 300,000+), and \$175,000,000 to counties to support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Known as the Homeless Housing, Assistance and Prevention (HHAP) program, the grant allocation to each county is based on each county's proportionate share of the total homeless population of the region served by the Continuum of Care (CoC) within which the county is located, based on the annual homeless point-in-time count. As a result of Assembly Bill No. 101, the County, the Riverside County CoC and the City of Riverside were allocated funds. The City of Palm Springs received \$10 million outside this allocation.

The local allocation of funding under the HHAP program is as follows:



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County of Riverside	\$3,067,749.91
Riverside County Continuum of Care	\$3,311,372.74
City of Riverside	\$6,902,244.82
City of Palm Springs	\$10,000,000.00
<b>TOTAL</b>	<b>\$23,281,367.47</b>

To plan for the use of this funding, the County Executive Office convened a meeting of departments currently operating Continuum of Care or related programs to recommend funding allocations for the County's share of the HHAP allocation set forth above. The departments included the Department of Public Social Services Adult Services Division, the Housing Authority, RUHS – Behavioral Health, and the Office on Aging. As the departmental discussion evolved, the Riverside County Regional Park and Open Space District also participated.

Addressing the State's interest in using HHAP funding to promote regional coordination, County staff consulted with the Cities of Riverside and Palm Springs, and Continuum of Care administrative staff in setting priorities for funding. The jurisdictions will continue to meet to ensure as implementation continues in a coordinated manner.

**Impact on Residents and Businesses**

Residents and businesses will benefit as the funds will be used to address critical gaps in services and housing for homeless seniors, families, and individuals in Riverside County.

**Additional Fiscal Information**

The original budget submission to the State was due February 15<sup>th</sup>. Since then, dramatic shifts in priorities emerged in response to the COVID-19 pandemic. Though an additional emergency allocation of COVID-19 Emergency Homeless Funding was recently approved by the State, original HHAP recipients were also permitted to adjust their original HHAP submission to address COVID-19. The following updated recommendations meets the State's requirements for the use of HHAP funds under Health and Safety Code section 50219(c) and the Governor's Executive Order N-32-20. The recommendations aim to offer as much flexibility as possible and serve to fill needs unmet by COVID-19 designated funding.

The allocation of funds shown in Table 1 below addresses the following service goals:

- a. Facilitate the successful placement of homeless people into permanent housing, with priority for homeless seniors and youth.
- b. Provide expanded options for temporary housing as part of a pathway to permanent housing.
- c. Ensure youth with housing vouchers successfully complete a lease agreement and move to permanent housing.
- d. Accelerate our multi-department strategy to end senior homelessness.



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The funding plan addresses the State's requirement for regional coordination in the following ways:

- a. Creation of an encampment response outreach team dedicated to the Santa Ana River bottom.
- b. Supporting, with Board of Supervisor's leadership, the development of emergent regional coalitions with cities to address homelessness.
- c. Allocation to the Department of Housing, Homelessness Prevention and Workforce Solutions to support its assumption of Continuum of Care activities.
- d. Regular meetings and communications with the Continuum of Care representatives, and Cities of Riverside and Palm Springs to coordinate efforts.

**Table 1**

<b>Riverside County Homeless Housing, Assistance and Prevention Program Funding HHAP 2019</b>			
<b>Eligible Use Under Health &amp; Safety Code section 50219(c)</b>	<b>Amount</b>	<b>Lead Department</b>	<b>Anticipated Outcomes</b>
Rental Assistance & Rapid Rehousing	\$645,419.99	Housing, Homeless Prevention and Workforce Solutions	240 placed in housing
Operating Subsidies and Reserves in new and existing housing units, shelters, and navigation centers	\$250,000.00	Housing, Homeless Prevention and Workforce Solutions	140 contacts; 35 placed in housing *likely to be higher
Landlord Incentives	\$ 50,000.00	Housing, Homeless Prevention and Workforce Solutions	50 housing placements
Outreach & Coordination: Encampment Response	\$782,786.00	Housing, Homeless Prevention and Workforce Solutions Executive Office	240 contacts, 144 accepting services, 36 moved to housing
Outreach & Coordination: Seniors	\$500,000.00	Office on Aging	180 placed in housing
Systems Support to Create Regional Partnerships	\$100,000.00	Executive Office	Tied to regional goals
Prevention & Shelter Diversion to Permanent Housing	\$371,413.93	Housing, Homeless Prevention and Workforce Solutions	360 remain housed or moved to housing
Strategic Homelessness	\$153,387.50	Housing, Homeless Prevention and Workforce	Supports transition to new



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Planning, Infrastructure Development, Coordinated Entry System, Homeless Management Information System		Solutions	department and capacity building.
Administrative	\$214,742.49	Allocated	
<b>TOTAL</b>	<b>\$3,067,749,91</b>		

Under Health & Safety Code section 50218(a)(5), HHAP funding cannot be used to supplant existing local funds for homeless housing, assistance, or prevention.

**Allocations by Department**

**Housing, Homelessness Prevention and Workforce Solutions:** \$1,470,221.42 as lead for housing-related programs, plus \$113,000 for housing specialist support of the Encampment Response Team.

This department will administer rent assistance, operating subsidies, landlord incentives and diversion programs, in keeping with its regular department responsibilities. Of that amount, a minimum of \$245,419.99 will be allocated to support the housing placement of homeless youth. Additionally, the department will prioritize resources for homeless adults age 62 and older, in keeping with the County's goal of ending senior homelessness.

Strategic planning funding (\$153,387.50) will support the department as it assumes responsibility for the administration of the Continuum of Care and its associated duties, including Homeless Management Information Systems (HMIS) and the annual Point in Time Count.

**Executive Office/Department of Housing, Homelessness Prevention, and Workforce Solutions:** \$782,786 for a dedicated outreach team to support homeless encampment response. The State emphasizes jurisdictional collaboration in use of HHAP. To that end, the Executive Office proposes the creation of a multidisciplinary team to provide ongoing, long-term engagement in addressing encampments in the Santa Ana Riverbottom. It is envisioned that this team will serve as a prototype for additional teams countywide. Team members will include: a Habitat and Safety Manager from the Riverside County Regional Park & Open Space District, a Housing Specialist from the Housing Authority, a Workforce Development Counselor, a Behavioral Health Specialist/Substance Abuse Counselor, a Clinical Trauma Therapist, and a Health Educator. The service team supervisor will be housed in the Department of Housing, Homelessness Prevention and Workforce Solutions, while the other team members will remain housed in their respective departments. The team will connect with other departments, such as Probation and Animal Services, as needed. The Executive Office will continue to coordinate and manage these outreach responses with



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Riverside County Flood Control and Water Conservation District, Riverside County Regional Park & Open Space District, and the cities of Riverside, Eastvale, Jurupa Valley, Norco and Corona, as well as with the Second District. This project builds on the multi-department encampment planning work done in 2019 and will use the Survey123 application that has continued to be developed, most recently to serve COVID-19 outreach efforts.

**Office on Aging:** \$500,000 to create a senior care team dedicated to ending senior homelessness. This countywide program will build on the Office on Aging's existing partnerships with Adult Protective Services, Behavioral Health, and the Housing Authority, to manage referrals of homeless and at-risk seniors. This project will advance Riverside County's effort to end senior homelessness and support the County's implementation of a 100 Day Challenge. In December 2019, Governor Newsom announced the 100 Day Challenge initiative to spur collaboration, innovation and execution to accomplish ambitious goals related to homelessness. Riverside County was one of five jurisdictions selected by the state to launch California's first round of the 100 Day Challenge. In addition to the HHAP funding, the state will provide technical assistance to support the project.

**e. Required Allocations and Limits**

Health & Safety Code section 50218(b) mandates that at least 8% of the funds must be used for services for homeless youth populations. Under Health & Safety Code section 50219(d) and (e), up to 5% of the funding may be used for Strategic Homelessness Planning and up to 7% for program administration costs, respectively.

All other allocations of the County's share are at the discretion of the County.

Although the HHAP funding may be spent over five years, staff recommends aggressive use of funding to mitigate the impact of the current COVID-19 health and economic crisis. Eligible expenditures after July 1, 2019, but before the Grant Agreement start date, may be approved for reimbursement by the state as part of the County's allocation. A request to the state to begin the senior housing placement program early is under way.

**Contract History and Price Reasonableness**

This is new funding allocated to the County under the provisions of Chapter 159, Statutes of 2019, as amended by Assembly Bill No. 101, and signed into law by Governor Gavin Newsom on July 31, 2019. Costs are based on existing County rates for service.

**ATTACHMENT A. 2020 HHAP SUBRECIPIENT TEMPLATE**



SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

  
\_\_\_\_\_  
Lisa D Brandl 6/10/2020

   
\_\_\_\_\_  
Lisa D Brandl 6/10/2020 Gregory F. Priamos, Director County Counsel 6/10/2020

   
\_\_\_\_\_  
Gregory F. Priamos, Director County Counsel 6/10/2020 Lisa D Brandl 6/10/2020



**Housing, Homelessness Prevention and Workforce Solutions Department**

**COUNTY OF RIVERSIDE**

**and**

**[SUBRECEIPT NAME]**

**Subrecipient Agreement for the  
HOMELESS HOUSING, ASSISTANCE, AND PREVENTION Program (HHAP)**

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- Schedule A – Payment Provisions
- Schedule B – Scope of Services

List of Attachments

- Attachment I – Assurance of Compliance
- Attachment II – Subrecipient Payment Request and Subrecipient Expenditure Report
- Attachment III – Supporting Documentation
- Attachment IV – HHAP Time/Activity Report



This Subrecipient Agreement for the Homeless Housing, Assistance, and Prevention Program (herein referred to as "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between \_\_\_\_\_ (herein referred to as "SUBRECIPIENT") and the County of Riverside, a political subdivision of the State of California (herein referred to as "COUNTY").

WHEREAS, pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), the State of California has established the Homeless Housing, Assistance, and Prevention Program (PROGRAM), administered by the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (BCSH); and,

WHEREAS, HHAP provides one-time block grant funds to Continuums of Care, cities with populations of 300,000 or more, and Counties to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges; and,

WHEREAS, on March 30, 2020, the COUNTY received notice from BCSH that the COUNTY was awarded \$3,067,749.91 in HHAP funds; and

WHEREAS, the COUNTY entered into Standard Agreement Number 20-HHAP-00056 with the State of California to receive three million sixty-seven thousand, seven hundred and forty-nine dollars and ninety-one cents (\$3,067,749.91) of HHAP funds; and,

WHEREAS, the COUNTY desires to contract with SUBRECIPIENT for eligible uses of HHAP funds that are consistent with Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), which include, but are not limited to, one or more of the following: (1) Rental assistance and rapid rehousing; (2) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves; (3) Incentives to landlords, including, but not limited to, security deposits and holding fees); (4) Outreach and coordination, which may include access to job programs, to assist vulnerable populations in accessing permanent housing and to promote housing stability in supportive housing; (5) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system particularly for vulnerable populations including families and homeless youth; (6) Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions; (7) Prevention and shelter diversion to permanent housing; and (8) New navigation centers and emergency shelters based on demonstrated need;

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

- A. "BCSH" means to the State of California Business, Consumer Services and Housing Agency.
- B. "CES" means the Riverside County Coordinated Entry System that serves to prioritize Homeless individuals according to longest length of homelessness and greatest service needs.
- C. "COUNTY" or "HHPWS" means the County of Riverside and its Housing, Homelessness Prevention and Workforce Solutions Department, which has administrative responsibility for this Agreement. HHPWS and COUNTY are used interchangeably in this Agreement.



- D. "Emergency Shelter" has the same meaning as defined in Health and Safety Code section 50801, subdivision (e).
- E. "Expend" or "Expended" means all HHAP funds Obligated under this Agreement or Subcontract have been fully paid and receipted, and no invoices remain outstanding.
- F. "HHAP" or "Program" means the Homeless Housing Assistance and Prevention program established pursuant to Chapter 6 of Part 1 of Division 31 of the Health and Safety Code. HHAP and Program are used interchangeably in this Agreement.
- G. "HMIS" means the Riverside County Homeless Management Information System.
- H. "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
- I. "Homeless Youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.
- J. "Housing First" has the same meaning as in Welfare and Institutions Code section 8255, including all of the core components listed therein.
- K. "Instance(s) of Service" means each encounter with a member of the Target Population where services are provided for each of the eligible grant activities. For example, one individual checks into a warming center operated by provider X on Tuesday. The same individual checks into the same warming center the next night. This counts as two (2) instances of service for this activity.
- L. "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.
- M. "Obligate" or "Obligated" means that the SUBRECIPIENT has placed orders, awarded contracts, received services, or entered into similar transactions that require payment from the HHAP funds allocated to SUBRECIPIENT pursuant to this Agreement.
- N. "Rental Assistance or Subsidies" means housing vouchers, rapid-rehousing programs, and eviction prevention strategies.
- O. "RFP" means a Riverside County Request for Proposal.
- P. "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.
- Q. "SUBRECIPIENT" means [Insert Contracting Party's Name], including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and [Insert Contracting Party's Name] are used interchangeably in this Agreement.



R. "Target Population" means any person who is Homeless as defined in this Agreement.

2. DESCRIPTION OF SERVICES

A. 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.

B. SUBRECIPIENT represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. SUBRECIPIENT shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

C. SUBRECIPIENT affirms that it is fully apprised of all of the work to be performed under this Agreement and SUBRECIPIENT agrees it can properly perform this work at the prices stated in Schedule A. SUBRECIPIENT is not to perform services or provide products outside of this Agreement.

D. Acceptance by COUNTY of the SUBRECIPIENT's performance under this Agreement does not operate as a release of SUBRECIPIENT's responsibility for full compliance with the terms of this Agreement.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective upon signature of this Agreement by both parties ("Effective Date") and continues in effect through [DATE], unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. COUNTY and SUBRECIPIENT agree that all services provided to the Target Population shall be provided through [DATE].

4. COMPENSATION

COUNTY shall pay SUBRECIPIENT for services performed, products provided, and expenses incurred in accordance with the terms of 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. One hundred percent (100%) of HHAP funds allocated to SUBRECIPIENT, pursuant to this Agreement, shall be Expended by [DATE]. Any HHAP funds paid to SUBRECIPIENT, but not Expended pursuant to this Agreement by [DATE] shall be returned to COUNTY. In the event this Agreement is terminated prior to [DATE], any funds paid to SUBRECIPIENT, but not Expended prior to the date of termination, shall be returned to COUNTY within five (5) business days of the notice of termination.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

The obligation of COUNTY for payment of this Agreement is contingent upon and limited by the availability of funding from which payment can be made. This Agreement is valid and enforceable only if sufficient funds are made available to COUNTY by BCSH. There shall be no legal liability for payment on the part of COUNTY unless funds are made available for such payment by BCSH. 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 having no further force or effect. In the event funding is reduced, COUNTY shall immediately notify SUBRECIPIENT in writing and it is mutually agreed that COUNTY has the option to immediately terminate this Agreement or to amend this Agreement to reflect the reduction of funds. COUNTY



shall make all payments to SUBRECIPIENT that were properly earned prior to the unavailability or reduction of funding.

6. TERMINATION FOR CONVENIENCE

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

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

(1) Stop all work under this Agreement on the date specified in the notice of termination; and

(2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.

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

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

7. TERMINATION FOR CAUSE

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

(1) SUBRECIPIENT's failure to comply with the terms or conditions of this Agreement;

(2) use of, or permitting the use of HHAP funds provided under this Agreement for any ineligible activities;

(3) any failure to comply with the deadlines set forth in this Agreement;

(4) violation of any federal or state laws or regulations; or

(5) withdrawal of BCSH's expenditure authority.

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

(1) Bar the SUBRECIPIENT from applying for future HHAP funds;

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

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

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

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



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

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

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

(1) Stop all work under this Agreement on the date specified in the notice of termination; and

(2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.

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

E. The rights and remedies of COUNTY provided in this section shall be cumulative not exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

8. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this Agreement must be in writing and signed by the authorized representatives of the parties. Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcing the terms of this Agreement.

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

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

10. CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST

A. SUBRECIPIENT covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with SUBRECIPIENT's performance under this Agreement. SUBRECIPIENT further covenants that no person or subcontractor having any such interest shall be employed or retained by SUBRECIPIENT under this Agreement. SUBRECIPIENT agrees to inform the COUNTY of all SUBRECIPIENT's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.

B. SUBRECIPIENT shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom SUBRECIPIENT is doing business or proposing to do business, in fulfilling this Agreement.



- C. SUBRECIPIENT or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.
- D. SUBRECIPIENT and its employees shall comply with all applicable provisions of federal and state laws pertaining to conflict of interests, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq., Government Code section 1090, and Public Contract Code sections 10410 and 10411.

11. RECORDS, INSPECTIONS, AND AUDITS

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



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

12. CONFIDENTIALITY

- A. SUBRECIPIENT shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.
- B. SUBRECIPIENT shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement. SUBRECIPIENT shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. SUBRECIPIENT shall not use such information for any purpose other than carrying out SUBRECIPIENT's obligations under this Agreement. SUBRECIPIENT shall comply with Welfare and Institutions Code Section (WIC) 10850.
- C. SUBRECIPIENT shall take special precautions, including but not limited to, sufficient training of SUBRECIPIENT's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- D. SUBRECIPIENT shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. SUBRECIPIENT shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. HOLD HARMLESS/INDEMNIFICATION

- A. SUBRECIPIENT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of SUBRECIPIENT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. SUBRECIPIENT shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.
- B. With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their own choice, subject to the approval of COUNTY which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUBRECIPIENT indemnification to Indemnitees as set forth herein.



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

14. INSURANCE

- A. Without limiting or diminishing SUBRECIPIENT's obligation to indemnify or hold COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- C. SUBRECIPIENT's must declare its insurance self-insured retentions for each coverage required herein. If any such self-insured retentions exceed \$500,000 per occurrence each 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, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) 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



**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.3  
(ID # 12289)**

**MEETING DATE:**  
Tuesday, June 16, 2020

**FROM: EXECUTIVE OFFICE:**

**SUBJECT: EXECUTIVE OFFICE: State of California Business, Consumer Services and Housing Agency (BCSH) Homeless Housing, Assistance and Prevention funding - County of Riverside Grant Agreement (Agreement No. 20-HCFC-00056). Districts: All; [Total Cost: \$3,067,749.91, 100% State]**

**RECOMMENDED MOTION: That the Board of Supervisors:**

1. Ratify acceptance of the Homeless Housing, Assistance and Prevention (HHAP) grant from BCSH in the amount of \$3,067,749.91 to be 100% encumbered by May 31, 2023, and spent no later than June 30, 2025, to support regional coordination and to expand or develop local capacity to address the County's immediate homelessness challenges;
2. Ratify and approve Standard Agreement No. 20-HCFC -00056 between BCSH and the County of Riverside for the Homeless Housing, Assistance and Prevention grant in the amount of \$3,067,749.91, effective July 1, 2020 (or earlier as permitted by the HHAP Program) through June 30, 2025 ("Grant Agreement");
3. Authorize the County Executive Officer, or designee, to allocate and use the awarded HHAP funds as generally described in the table below, without further Board of Supervisors action, so long as use and allocation of funds is consistent with the award requirements set forth in the attached Grant Agreement and as authorized by Health & Safety Code section 50219, subdivision (c);

**ACTION:**

Lisa D Brandl 6/10/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Hewitt, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: June 16, 2020  
xc: EO, Housing

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy



**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

4. Approve the form of the Subrecipient Agreement for the 2020 HHAP template (Template), attached;
5. In the event the County Executive Officer, or designee, determines it is appropriate to allocate a portion of the County's awarded HHAP funds to any other entities, authorize the County Executive Officer, or designee, to execute the individual HHAP Subrecipient Agreements, substantially conforming in form and substance to the Template and as approved by County Counsel, for the service projects in an amount not to exceed the funding amount approved by the Board of Supervisors and as generally described in the table below without further action by the Board of Supervisors;
6. Authorize the County Executive Officer, or designee, to administer the Grant Agreement and any related HHAP Subrecipient Agreements, including signing any amendments that do not change the substantive terms of the Template and any amendments that move funds between the subrecipients not to exceed the total grant amount, as approved by BCSH; and
7. Authorize the County Executive Officer, or designee, to execute any and all necessary agreements and documents to implement and administer the County's allocation of the HHAP Program and Grant Agreement; and

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 3,067,749.91	\$ 0	\$ 3,067,749.91	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% State Funds</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	20/21

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Pursuant to the provisions of Chapter 159, Statutes of 2019, as amended by Assembly Bill No. 101, and signed into law by Governor Gavin Newsom on July 31, 2019, the Homeless Coordinating and Financing Council ("HCFC"), which exists within the Business, Consumer Services and Housing Agency ("BCSH" or "Agency") is to allocate a total of \$640,000,000, of which \$190,000,000 to Continuums of Care, \$275,000,000 to Large Cities (population of 300,000+), and \$175,000,000 to counties to support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Known as the Homeless Housing, Assistance and Prevention (HHAP) program, the grant allocation to each county is based on each county's proportionate share of the total homeless population of the region served by the Continuum of Care (CoC) within which the county is located, based on the annual homeless point-in time count. As a result of Assembly Bill No. 101, the County, the Riverside County CoC and the City of Riverside were allocated funds. The City of Palm Springs received \$10 million outside this allocation.

The local allocation of funding under the HHAP program is as follows:



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County of Riverside	\$3,067,749.91
Riverside County Continuum of Care	\$3,311,372.74
City of Riverside	\$6,902,244.82
City of Palm Springs	\$10,000,000.00
<b>TOTAL</b>	<b>\$23,281,367.47</b>

To plan for the use of this funding, the County Executive Office convened a meeting of departments currently operating Continuum of Care or related programs to recommend funding allocations for the County's share of the HHAP allocation set forth above. The departments included the Department of Public Social Services Adult Services Division, the Housing Authority, RUHS – Behavioral Health, and the Office on Aging. As the departmental discussion evolved, the Riverside County Regional Park and Open Space District also participated.

Addressing the State's interest in using HHAP funding to promote regional coordination, County staff consulted with the Cities of Riverside and Palm Springs, and Continuum of Care administrative staff in setting priorities for funding. The jurisdictions will continue to meet to ensure as implementation continues in a coordinated manner.

**Impact on Residents and Businesses**

Residents and businesses will benefit as the funds will be used to address critical gaps in services and housing for homeless seniors, families, and individuals in Riverside County.

**Additional Fiscal Information**

The original budget submission to the State was due February 15<sup>th</sup>. Since then, dramatic shifts in priorities emerged in response to the COVID-19 pandemic. Though an additional emergency allocation of COVID-19 Emergency Homeless Funding was recently approved by the State, original HHAP recipients were also permitted to adjust their original HHAP submission to address COVID-19. The following updated recommendations meets the State's requirements for the use of HHAP funds under Health and Safety Code section 50219(c) and the Governor's Executive Order N-32-20. The recommendations aim to offer as much flexibility as possible and serve to fill needs unmet by COVID-19 designated funding.

The allocation of funds shown in Table 1 below addresses the following service goals:

- a. Facilitate the successful placement of homeless people into permanent housing, with priority for homeless seniors and youth.
- b. Provide expanded options for temporary housing as part of a pathway to permanent housing.
- c. Ensure youth with housing vouchers successfully complete a lease agreement and move to permanent housing.
- d. Accelerate our multi-department strategy to end senior homelessness.

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The funding plan addresses the State's requirement for regional coordination in the following ways:

- a. Creation of an encampment response outreach team dedicated to the Santa Ana River bottom.
- b. Supporting, with Board of Supervisor's leadership, the development of emergent regional coalitions with cities to address homelessness.
- c. Allocation to the Department of Housing, Homelessness Prevention and Workforce Solutions to support its assumption of Continuum of Care activities.
- d. Regular meetings and communications with the Continuum of Care representatives, and Cities of Riverside and Palm Springs to coordinate efforts.

**Table 1**

<b>Riverside County Homeless Housing, Assistance and Prevention Program Funding HHAP 2019</b>			
<b>Eligible Use Under Health &amp; Safety Code section 50219(c)</b>	<b>Amount</b>	<b>Lead Department</b>	<b>Anticipated Outcomes</b>
Rental Assistance & Rapid Rehousing	\$645,419.99	Housing, Homeless Prevention and Workforce Solutions	240 placed in housing
Operating Subsidies and Reserves in new and existing housing units, shelters, and navigation centers	\$250,000.00	Housing, Homeless Prevention and Workforce Solutions	140 contacts; 35 placed in housing *likely to be higher
Landlord Incentives	\$ 50,000.00	Housing, Homeless Prevention and Workforce Solutions	50 housing placements
Outreach & Coordination: Encampment Response	\$782,786.00	Housing, Homeless Prevention and Workforce Solutions Executive Office	240 contacts, 144 accepting services, 36 moved to housing
Outreach & Coordination: Seniors	\$500,000.00	Office on Aging	180 placed in housing
Systems Support to Create Regional Partnerships	\$100,000.00	Executive Office	Tied to regional goals
Prevention & Shelter Diversion to Permanent Housing	\$371,413.93	Housing, Homeless Prevention and Workforce Solutions	360 remain housed or moved to housing
Strategic Homelessness	\$153,387.50	Housing, Homeless Prevention and Workforce	Supports transition to new



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Planning, Infrastructure Development, Coordinated Entry System, Homeless Management Information System		Solutions	department and capacity building.
Administrative	\$214,742.49	Allocated	
<b>TOTAL</b>	<b>\$3,067,749.91</b>		

Under Health & Safety Code section 50218(a)(5), HHAP funding cannot be used to supplant existing local funds for homeless housing, assistance, or prevention.

**Allocations by Department**

**Housing, Homelessness Prevention and Workforce Solutions:** \$1,470,221.42 as lead for housing-related programs, plus \$113,000 for housing specialist support of the Encampment Response Team.

This department will administer rent assistance, operating subsidies, landlord incentives and diversion programs, in keeping with its regular department responsibilities. Of that amount, a minimum of \$245,419.99 will be allocated to support the housing placement of homeless youth. Additionally, the department will prioritize resources for homeless adults age 62 and older, in keeping with the County's goal of ending senior homelessness.

Strategic planning funding (\$153,387.50) will support the department as it assumes responsibility for the administration of the Continuum of Care and its associated duties, including Homeless Management Information Systems (HMIS) and the annual Point in Time Count.

**Executive Office/Department of Housing, Homelessness Prevention, and Workforce Solutions:** \$782,786 for a dedicated outreach team to support homeless encampment response. The State emphasizes jurisdictional collaboration in use of HHAP. To that end, the Executive Office proposes the creation of a multidisciplinary team to provide ongoing, long-term engagement in addressing encampments in the Santa Ana Riverbottom. It is envisioned that this team will serve as a prototype for additional teams countywide. Team members will include: a Habitat and Safety Manager from the Riverside County Regional Park & Open Space District, a Housing Specialist from the Housing Authority, a Workforce Development Counselor, a Behavioral Health Specialist/Substance Abuse Counselor, a Clinical Trauma Therapist, and a Health Educator. The service team supervisor will be housed in the Department of Housing, Homelessness Prevention and Workforce Solutions, while the other team members will remain housed in their respective departments. The team will connect with other departments, such as Probation and Animal Services, as needed. The Executive Office will continue to coordinate and manage these outreach responses with



**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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Riverside County Flood Control and Water Conservation District, Riverside County Regional Park & Open Space District, and the cities of Riverside, Eastvale, Jurupa Valley, Norco and Corona, as well as with the Second District. This project builds on the multi-department encampment planning work done in 2019 and will use the Survey123 application that has continued to be developed, most recently to serve COVID-19 outreach efforts.

**Office on Aging:** \$500,000 to create a senior care team dedicated to ending senior homelessness. This countywide program will build on the Office on Aging's existing partnerships with Adult Protective Services, Behavioral Health, and the Housing Authority, to manage referrals of homeless and at-risk seniors. This project will advance Riverside County's effort to end senior homelessness and support the County's implementation of a 100 Day Challenge. In December 2019, Governor Newsom announced the 100 Day Challenge initiative to spur collaboration, innovation and execution to accomplish ambitious goals related to homelessness. Riverside County was one of five jurisdictions selected by the state to launch California's first round of the 100 Day Challenge. In addition to the HHAP funding, the state will provide technical assistance to support the project.

**e. Required Allocations and Limits**

Health & Safety Code section 50218(b) mandates that at least 8% of the funds must be used for services for homeless youth populations. Under Health & Safety Code section 50219(d) and (e), up to 5% of the funding may be used for Strategic Homelessness Planning and up to 7% for program administration costs, respectively.

All other allocations of the County's share are at the discretion of the County.

Although the HHAP funding may be spent over five years, staff recommends aggressive use of funding to mitigate the impact of the current COVID-19 health and economic crisis. Eligible expenditures after July 1, 2019, but before the Grant Agreement start date, may be approved for reimbursement by the state as part of the County's allocation. A request to the state to begin the senior housing placement program early is under way.

**Contract History and Price Reasonableness**

This is new funding allocated to the County under the provisions of Chapter 159, Statutes of 2019, as amended by Assembly Bill No. 101, and signed into law by Governor Gavin Newsom on July 31, 2019. Costs are based on existing County rates for service.

**ATTACHMENT A. 2020 HHAP SUBRECIPIENT TEMPLATE**



SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

  
Lisa D Brandl 6/10/2020

   
Lisa D Brandl 6/10/2020 Gregory F. Priamos, Director County Counsel 6/10/2020

   
Gregory F. Priamos, Director County Counsel 6/10/2020 Lisa D Brandl 6/10/2020



of a complaint with respect to any alleged discrimination in the provision of services by SUBRECIPIENT's personnel. SUBRECIPIENT must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For copies of this brochure, visit the following website at:

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

Civil Rights Complaints should be referred to:

Heidi Marshall, Director  
ATTN: Civil Rights Coordinator  
Housing, Homeless Prevention and Workforce Solutions  
3403 Tenth Street, Suite 3000  
Riverside, CA 92501  
(951) 955-1309

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



37. NOTICES

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted three (3) business days after their deposit in the United States mail, postage prepaid:

HHPWS:

For Agreement Issues:

Housing, Homeless Prevention and Workforce Solutions  
Continuum of Care, Contracts Administration Unit  
3403 Tenth Street, Suite 300  
Riverside, CA 92501

For Program Issues:

Housing, Homeless Prevention and Workforce Solutions  
Continuum of Care, Programs Unit  
3403 Tenth Street, Suite 300  
Riverside, CA 92501

Invoices and other financial documents:

Housing, Homeless Prevention and Workforce Solutions  
Continuum of Care, Fiscal Unit  
3403 Tenth Street, Suite 300  
Riverside, CA 92501

SUBRECIPIENT:

NAME  
ADDRESS  
TELEPHONE  
EMAIL

38. 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.

39. MODIFICATION OF TERMS

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

40. ENTIRE AGREEMENT

This Agreement, including any schedules, attachments, or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and



contemporaneous agreements, representations, proposals, discussions, and communications, whether oral or in writing.

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

Authorized Signature for SUBRECIPIENT:	Authorized Signature for COUNTY:
Printed Name of Person Signing:	Printed Name of Person Signing:
Title:	Title:
Date Signed:	Date Signed:

A.1 MAXIMUM REIMBURSABLE AMOUNT

SUBRECIPIENT shall be reimbursed by COUNTY, in an amount not to exceed \$XXX. Said funds shall be spent according to the line item budget below:

BUDGET CATEGORY	DESCRIPTION OF SERVICES	COST
<b>[General Description of Eligible Use Proposed]</b>		
Services		\$X.XX
Rental Assistance or Subsidies		\$X.XX
Homeless Youth Set-Aside		\$X.XX
Administrative Costs (Subrecipient)		\$X.XX
		\$X.XX
	<b>TOTAL</b>	<b>\$XX.XX</b>

A.2 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. SUBRECIPIENT will be paid the actual amount of each approved monthly invoice. COUNTY may delay payment if the required supporting documentation, as set forth in Attachment III, attached hereto and incorporated herein by this reference, is not provided or other requirements are not met. SUBRECIPIENT shall also submit the following documents with each approved monthly invoice:
  1. Subrecipient Payment Request (Attachment II)
  2. Subrecipient Expenditure Report (Attachment IV)
  
- b. All completed claims must be submitted on a monthly basis no later than thirty (30) days after the end of each month in which the services were provided. Each payment 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.

A.3 INELIGIBLE COSTS

HHAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses as identified in Health and Safety Code section 50219.

The COUNTY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement. COUNTY has the authority to withhold funds under this Agreement pending a final determination by COUNTY of questioned expenditures or indebtedness. If the SUBRECIPIENT or its funded subcontractors use HHAP funds to pay for ineligible activities, the SUBRECIPIENT shall be required to reimburse these funds to the COUNTY. Upon final determination by COUNTY of disallowed expenditures or indebtedness, COUNTY may deduct and retain the amount of the disallowed or indebtedness from the amount of the withheld funds.



1. An expenditure which is not authorized under this Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the COUNTY.
2. Expenditures for activities not described above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50219 and such activities are approved in writing by COUNTY and BCSH prior to the expenditure of funds for those activities.
3. BCSH, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of HHAP funds.
4. HHAP funds shall not be used for overhead or planning activities, including Homeless Management Information System or Homelessness Plans.

#### A.4 ADMINISTRATIVE COSTS

The SUBRECIPIENT must comply with Health and Safety Code section 50219, which limits administrative costs related to the execution of eligible activities to no more than seven percent (7%) of HHAP funds. For purpose of this Program, "administrative costs" does not include staff costs or other costs directly related to the implementing activities funded by the program allocation.

#### A.5 EXPENDITURE OF FUNDS

SUBRECIPIENT shall Obligate one hundred percent (100%) of HHAP funds by May 31, 2022. Any HHAP funds paid to SUBRECIPIENT, but not Obligated pursuant to this Agreement by May 31, 2022 shall be returned to COUNTY within five (5) business days. Any Obligated funds shall be Expended by SUBRECIPIENT by June 30, 2024.

#### A.6 ADVANCES

COUNTY may issue a one-time advance payment to SUBRECIPIENT in an amount not to exceed twenty-five percent (25%) of the maximum reimbursable amount upon written request by the SUBRECIPIENT. Such written request must be submitted on SUBRECIPIENT letterhead and SUBRECIPIENT shall also complete the Subrecipient Payment Request Form (Attachment II). If an advance is issued, the advance will be recouped within the first six monthly claims that are submitted. Seventeen percent (17%) of the advance will be recouped from each of the first five (5) monthly claims submitted and fifteen percent (15%) of the advance will be recouped from the sixth monthly claim submitted. If there are not enough funds in a monthly claim to recoup the applicable percentage of the advance, the difference between the percentage of the advance that was recouped and the percentage of the advance that should have been recouped will be added to the percentage of the advance recouped in the subsequent claim. ***HHPWS reserves the right, in its sole discretion, to approve or deny an advance request based on funding availability.***

SUBRECIPIENT shall place the advance in an interest-bearing account. All proceeds from the interest-bearing account established by the SUBRECIPIENT for the deposit of HHAP funds, along with any interest-bearing accounts opened by the subcontractors to the SUBRECIPIENT for the deposit of HHAP funds, must be used for HHAP-eligible activities. Consistent with Health and Safety Code section 50219(e), no more than seven percent (7%) of these proceeds may be used for administrative costs. "Administrative costs" does not include staff or other costs directly related to implementing activities funded by the HHAP Program allocation. Consistent with Health and Safety Code section 50218(b), at least eight percent (8%) of these proceeds must be allocated and returned to COUNTY to establish or expand services for Homeless Youth.

**A.7 BUDGET AMENDMENTS**

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

**A.8 WITHHELD PAYMENTS**

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

**A.9 FISCAL ACCOUNTABILITY**

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



B.1 APPLICATION

SUBRECIPIENT has submitted to COUNTY an application in response to an RFP HHAP funds ("Application"). COUNTY is entering into this Agreement on the basis of, and in substantial reliance upon, SUBRECIPIENT's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by COUNTY.

SUBRECIPIENT warrants that all information, facts, assertions, and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of SUBRECIPIENT's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect COUNTY's approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then COUNTY may declare a breach hereof and take such action or pursue such remedies as are provided for a breach hereof. In the event that there is a conflict between the Application and this Agreement, this Agreement shall govern.

B.2 SCOPE OF SERVICES

A. Primary Objectives

SUBRECIPIENT shall:

[This should include a detailed discussion of the eligible use(s) that are consistent with Health and Safety Code section 50219(c)(1)-(8), the services to be provided and in which manner they will be provided, the target population served, the outcomes to be achieved, how those outcomes will be monitored, and any other performance details]

B.3 HOMELESS MANAGEMENT INFORMATION SYSTEM

A. 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, data collection, and entering required client 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 client 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 following website <http://dpss.co.riverside.ca.us/homeless-programs/management-information-system>.

4. SUBRECIPIENT must maintain a valid HMIS End User Agreement on file with COUNTY, which is located on the following website: [INSERT WEB LINK]
5. SUBRECIPIENT agrees to provide BCSH access to HMIS data collected and entered into the SUBRECIPIENT'S HMIS, upon request, and to participate in any statewide data initiative as directed by BCSH, including, but not limited to, a statewide data integration environment.

#### B.4 REPORTING REQUIREMENTS

- A. SUBRECIPIENT shall submit an annual report to COUNTY on forms provided by COUNTY, on November 1, 2020, November 1, 2021, and November 1, 2022. If the SUBRECIPIENT fails to provide such documentation, COUNTY may disencumber any portion of the amount authorized by this Agreement with a five (5) day written notification. SUBRECIPIENT shall also submit additional reports that may be requested by COUNTY and/or BCSH.
- B. The annual report shall contain a detailed report containing the following:
  1. An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds.
  2. The unduplicated number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.
  3. The type of housing assistance provided, broken out by the number of individuals.
  4. Outcome data for individual served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.
  5. Amounts awarded to subcontractors with activity(ies) identified.
  6. Number of Instances of Service.
  7. Increases in capacity for new and existing programs.
  8. The number of unsheltered homeless individuals becoming sheltered.
  9. The number of homeless persons entering permanent housing.
- C. Breakdowns will be expected for each eligible use and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements when required by COUNTY, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities identified by the U.S. Department of Housing and Urban Development (HUD):
  1. Chronically Homeless
  2. Homeless veterans
  3. Unaccompanied Homeless Youth
  4. Homeless persons in families with children
- D. SUBRECIPIENT will also be asked to comment on the following:
  1. Progress made toward local homelessness goals, including demonstration of regional coordination.



2. The alignment between HHAP funding priorities and "Housing First" principles adopted by the Homeless Coordinating and Financing Council.
3. Any other effects from HHAP funding that the COUNTY would like to share (optional).

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

[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; the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code Regulations, Title 2, section 7285 et seq.; the Fair Employment and Housing Commission regulations implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations; 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 (over 40), sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, pregnancy, disability (mental or physical including HIV and AIDS), medical condition (cancer/genetic characteristics), national origin (including language use restrictions), marital status, military and veteran 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



COUNTY OF RIVERSIDE  
HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS DEPARTMENT

**SUBRECIPIENT PAYMENT REQUEST**

From: \_\_\_\_\_  
Remit to Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Sub recipient Name  
\_\_\_\_\_  
Sub recipient Number

Total amount requested \_\_\_\_\_ for the period of \_\_\_\_\_ 20 \_\_\_\_\_

Select Payment Type(s) Below:

- |  |  |
|--|--|
| <input type="checkbox"/> Advance Payment (if allowed by Contract/MOU) \$ _____ | <input type="checkbox"/> Actual Payment \$ _____<br>(Same amount as 2076B if needed) |
| <input type="checkbox"/> Unit of Service Payment \$ _____                      | _____ # of Units) X _____ (\$) _____   |
| _____ # of Units) X (\$) _____   | _____ # of Units) X _____ (\$) _____   |
| _____ # of Units) X (\$) _____   | _____ # of Units) X _____ (\$) _____   |

Any questions regarding this request should be directed to: \_\_\_\_\_  
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

\_\_\_\_\_  
Authorized Signature Title Date

**FOR HHPWS USE ONLY (DO NOT WRITE BELOW THIS LINE)**

Business Unit (5) \_\_\_\_\_  
 Account (6) \_\_\_\_\_  
 Fund (5) \_\_\_\_\_  
 Dept. ID (10) \_\_\_\_\_  
 \_\_\_\_\_  
 Program (5) \_\_\_\_\_  
 Class (10) \_\_\_\_\_  
 Project/Grant (15) \_\_\_\_\_  
 Vendor Code (10) \_\_\_\_\_  
 CONTRACTOR PAYMENT REQUEST

Purchase Order # (10) \_\_\_\_\_ Invoice # \_\_\_\_\_  
 Amount Authorized \_\_\_\_\_  
 If amount authorized is different from amount request, please explain:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Program (if applicable) \_\_\_\_\_ Date \_\_\_\_\_  
 Management Reporting Unit \_\_\_\_\_ Date \_\_\_\_\_  
 Contracts Administration Unit Date \_\_\_\_\_  
 General Accounting Section \_\_\_\_\_ Date \_\_\_\_\_





## HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS FORMS INSTRUCTIONS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include the Subrecipient Payment Request and Subrecipient Expenditure Report (if required).

invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Agreement/MOU.

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

### SUBRECIPIENT PAYMENT REQUEST

#### "Remit to Name"

The legal name of your agency

#### "Address"

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

#### "SUBRECIPIENT Name"

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

#### "Contract Number"

Can be found on the first page of your contract.

#### "Amount Requested"

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

#### "Payment Type"

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

#### "Any questions regarding..."

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

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

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

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

**SUPPORTING DOCUMENTATION**

The general rule for supporting documentation is that for any Program cost that is to be reimbursed, provide the invoice which documents that a cost was incurred and a receipt, or a copy of a check, a check stub, or copy of bank statement to substantiate the amount paid. Supporting documentation must be ***legible, clear and organized***. HHPWS must be able to tie your request to the amounts claimed. Costs can only be reimbursed if they have been included in the original application/budget.

Documentation for like line items should be identified with a summary sheet or label identifying the expense category. 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 your claim.

The Fiscal Management Reporting Unit reviews each claim for expenses that are Allowable, Allocable and Reasonable.

**CLAIM DOCUMENTATION REQUIRED BY HHPWS**

<b>HOUSING</b>
<ul style="list-style-type: none"> <li>• Lease agreement (Must be submitted at time of client entry into the program and each time a lease expires or changes)</li> </ul>
<ul style="list-style-type: none"> <li>• Invoice or documentation of rent amount and due date</li> </ul>
<ul style="list-style-type: none"> <li>• Proof of payment (receipt, cancelled check or bank statement)</li> </ul>
<b>STAFF</b>
<ul style="list-style-type: none"> <li>• Time Sheet</li> </ul>
<ul style="list-style-type: none"> <li>• Time/Activity Report</li> </ul>
<ul style="list-style-type: none"> <li>• Pay Stub or Payroll Report</li> </ul>
<b>EXPENSES</b>
<ul style="list-style-type: none"> <li>• Invoice or receipt that is dated and has a detailed explanation of charges</li> </ul>
<ul style="list-style-type: none"> <li>• Proof of payment (receipt, cancelled check or bank statement)</li> </ul>



ATTACHMENT IV  
HHAP Time/Activity Report

HHAP TIME & ACTIVITY REPORT  
AGENCY NAME - EMPLOYEE NAME

DATES: (dates for pay period)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL		
<b>STAFF</b>																																		
HHAP Activities (Non-Admin)																																		0.00
<b>Total (Non-Admin)</b>																																		0.00
<b>ADMIN STAFF</b>																																		
HHAP Admin																																		0.00
<b>Total ADMIN</b>																																		0.00
<b>NON-PROJECT (Time not worked on HHAP)</b>																																		
Non-Project																																		0.00
<b>Total Non-Project</b>																																		0.00
Vacation																																		0.00
Sick																																		0.00
Holiday																																		0.00
Other Paid Time Off																																		0.00
<b>Total Fringe</b>																																		0.00
<b>TOTALS</b>	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	#REF!	0.00

Total Hours	#REF!
Total Fringe Hrs	0.00
Difference	#REF!
Actual Hrs - HEAP (Non-Admin)	0.00
Actual Hrs - CESH (Non-Admin)	#REF!
Actual Hrs - HEAP ADMIN	#REF!
Actual Hrs - CESH 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