

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



ITEM: 3.21
(ID # 22576)

MEETING DATE:
Tuesday, September 26, 2023

FROM : HOUSING AND WORKFORCE SOLUTIONS:


SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Ratify Acceptance of the Homeless Housing, Assistance and Prevention Program Round 4 (HHAP-4) Grant Allocation from the State of California Business, Consumer Services and Housing Agency (BCSH) to the County of Riverside for the period ending December 31, 2027; Ratify Authorization of the Director of HWS to Execute the Standard Agreement with the BCSH; Authorize Director of HWS to select subrecipients organizations to operate programs pursuant to HHAP-4 funding guidelines; and Approve HHAP Memorandum of Understanding Template; All Districts. [Total Cost: \$4,135,566 - 100% State] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify Acceptance of the Homeless Housing, Assistance and Prevention Program Round 4 (HHAP-4) grant funds from the State of California Business, Consumer Services and Housing Agency (BCSH) in the amount of \$4,135,566.39 for the County of Riverside allocation, for the period ending December 31, 2027, to prevent, reduce, and end homelessness;

Continued on Page 2

ACTION:4/5 Vote Required, Policy


Heidi Marshall, Director 8/29/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: September 26, 2023
xc: HWS

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Ratify Authorization of the Director of Housing and Workforce Solutions (HWS), or designee, to execute the Standard Agreement with the BCSH to receive HHAP-4 funds, in the total aggregate amount of \$4,135,566.39, effective upon BCSH approval through December 31, 2027 (Grant Agreement), subject to availability of fiscal funding and as approved as to form by County Counsel, as well as any necessary documents related to the HHAP-4 grant award, in accordance with program requirements;
3. Authorize Director of HWS, or designee, to select subrecipient organizations to operate programs and provide services pursuant to HHAP-4 funding guidelines and restrictions;
4. Approve the form of the HHAP Memorandum of Understanding (MOU) Template for HHAP-4 Program (Template) for the agreements with subrecipients of the HHAP-4 County of Riverside Award;
5. Authorize the Director of HWS, or designee, to execute individual HHAP-4 County Program MOU Agreements (HHAP-4 MOU Agreements), substantially conforming in form and substance to the Template and as approved as to form by County Counsel, with each subrecipient, for the projects, effective on the start date and terminating on the end date, in an amount not to exceed the total grant amount, as set forth in Attachment A;
6. Authorize the Director of HWS, or designee, to administer all actions necessary related to the administration of the HHAP-4 program grant, including the Grant Agreement and HHAP-4 Memorandum of Understanding (MOU) Agreements, based on the availability of fiscal funding and as approved as to form by County Counsel, to: (a) sign amendments to the agreements that make modifications to the scope of services that stay within the intent of the agreement; (b) move allocated funds between the HHAP-4 subrecipients; and (c) sign amendments extending the period of performance for the grant projects and modifying the compensation provisions that do not exceed the sum total of 20% of the total grant amount of the awards, as approved by BCSH; and,
7. Approve and direct the Auditor-Controller to make the budget adjustments shown on Schedule A (FY 23/24 Budget Adjustment) attached.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$1,033,892	\$1,033,892	\$4,135,566	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: State Funding 100%			Budget Adjustment: Yes	
			For Fiscal Year: 23/24 - 26/27	

C.E.O. RECOMMENDATION: Approve

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

BACKGROUND:

The State of California's Interagency Council on Homelessness (Cal ICH) has made a fourth round of funding available through the Homeless Housing, Assistance and Prevention (HHAP) Program. HHAP-4 is a \$1 billion grant that provides local jurisdictions with flexible funding to continue efforts to end and prevent homelessness. The program is designed to build on regional coordination developed through previous rounds of Homeless Emergency Aid Program (HEAP), HHAP Rounds 1, 2, and 3 funding, and COVID-19 funding.

The County of Riverside's Housing and Workforce Solutions Department (HWS) applied for two allocations under the HHAP program as follows:

Riverside County	\$4,135,566.39
Riverside County Continuum of Care	\$4,407,903.41
TOTAL	\$8,543,469.80

This item is for the awarded allocation to Riverside County as shown in bold font in the table above.

Riverside County HWS is committed to implementing the conditions of this funding to successfully reduce homelessness:

1. Strategically pair these funds with other local, state, and federal funds to reduce and end homelessness as laid out in, "Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness."
2. Demonstrate a commitment to address racial disproportionality in homeless populations and achieve equitable provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.
3. Establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.
4. Fund projects that provide housing and services that are Housing First compliant, per Health and Safety Code section 50220.8(g), and delivered in a low barrier, trauma informed, and culturally responsive manner. Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. Housing First should be adopted within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.

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

Summary

HWS is requesting approval to accept a grant allocation from the California Business, Consumer Services, and Housing Agency (BCSH) in the total amount of \$4,135,566.39 for Riverside County, and authority to execute the Standard Agreement to accept these funds.

On November 29, 2022, HWS submitted an application for HHAP-4 funding. As part of the application process, HWS is required to submit the award package, and obtain authorization to give authority to the Director of HWS to execute all documents related to the application for HHAP-4 funds and submittal of fund requests, including the Standard Agreement with BCSH.

When HWS receives the fully executed Standard Agreement with BCSH, the department will enter into MOUs with eligible service providers to administer HHAP-eligible activities and funding in Riverside County. Authorizing HWS to enter into Agreements with HHAP-4 Subrecipients will create a seamless and streamlined process when allocating grant funding to organizations located throughout the County of Riverside.

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 seniors, families, and individuals experiencing homelessness in Riverside County. The County of Riverside and its subrecipients continue to improve the lives of men, women and children experiencing homelessness through direct housing and service programs.

Additional Fiscal Information

HHAP-4 funding has, at minimum, two funding disbursements – an initial disbursement after submitting the HHAP-4 Award Package and a remainder disbursement to follow – as well as a potential third bonus disbursement if HHAP-4 performance goals are met.

The original budget allocations were submitted to State by the due date of November 29, 2022. Below is a list of funding amounts for the service projects, as well as the administrative costs.

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

Table 1

Riverside County	
Homeless Housing Assistance and Prevention Program Funding	
HHAP Round 4 – County Funding Allocation	
Eligible Use Under Health & Safety Code Section 50220.8	Amount
Rental Assistance & Rapid Rehousing - Rental subsidies and incentives to landlords, such as security deposits and holding fees.	\$2,564,051.17
Street Outreach to assist persons experiencing homelessness to access permanent housing and services.	\$537,623.63
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.	\$413,556.64
Operating Subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.	\$330,845.31
Administrative Activities (up to 7%)	\$289,489.64
TOTAL	\$4,135,566.39

Under Health and Safety Code section 50218.7(c) HHAP funding cannot be used to supplant existing local funds for homeless housing, assistance, or prevention.

Health and Safety Code section 50218.7(e) mandates that at least 10% of the funds must be used for services for homeless youth populations. Under Health & Safety Code section 50220.7(f), up to 7% of the funds may be used for program administrative costs.

Although the HHAP funding may be spent by June 30, 2027, staff recommends aggressive use of funding to mitigate the impact of the current COVID-19 health and economic crisis.

ATTACHMENTS:

- SCHEDULE A. FY 23/24 Budget Adjustment
- ATTACHMENT A. HHAP Round 4 Award Letter

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

- ATTACHMENT B. MOU HHAP TEMPLATE


Heydee Koury, Sr Accountant - Auditor 8/31/2023


Brianna Lontajo, Principal Management Analyst 9/20/2023


Aaron Gettis, Deputy County Counsel 9/14/2023



**California
Interagency Council
on Homelessness**



Business, Consumer Services and Housing Agency
Gavin Newsom, Governor | Lourdes M. Castro Ramirez, Secretary

March 29, 2023

Riverside County
Attn: Tanya Torno
3403 Tenth Street Suite 300
Riverside, CA 92501

RE: HHAP-4 Award Letter – Riverside County
Agreement # 23-HHAP-10047
Full Award: \$4,135,566.39
Initial Disbursement: \$2,067,783.19

Dear **Tanya Torno**:

The Business, Consumer Services and Housing Agency's (BCSH) California Interagency Council on Homelessness (Cal ICH) is pleased to announce that the **Riverside County** has been awarded a Homeless Housing, Assistance and Prevention Round 4 (HHAP-4) Award in the amount of **\$4,135,566.39**.

The **Riverside County** will receive its initial disbursement of 50 percent of these funds after the Contract for Funds is fully executed. You will receive the remaining 50 percent of your award, upon demonstration that you have obligated no less than 75 percent and spent no less than 50 percent of your HHAP-4 initial disbursement by May 31, 2025 and that you are on track to meet your outcome goals. Please be advised that this award is subject to the terms and conditions of the Standard Agreement Exhibits that will follow shortly after this award packet. Failure to sign and return the contract documents within 30 days of receipt from BCSH may result in a delay of disbursement of funds.

Congratulations on receiving your HHAP-4 award. For further information or if you have any questions, please contact the Cal ICH grants team at calichgrants@bcsh.ca.gov.

Sincerely,

Jeannie McKendry

Jeannie McKendry
Cal ICH Grants Development Section Chief

Riverside County Housing and Workforce Solutions
Continuum of Care (CoC) Division
3403 Tenth Street, Suite 300
Riverside, CA 92501

MEMORANDUM OF UNDERSTANDING: [CONTRACT NUMBER]
AGENCIES: [AGENCY NAME]
PROJECT: [PROJECT NAME]
MOU EFFECTIVE PERIOD: Effective upon signature – [DATE]
MAXIMUM REIMBURSABLE AMOUNT: [AMOUNT]

This Memorandum of Understanding, [CONTRACT NUMBER], (herein referred to as “MOU”) is made and entered into by and between Riverside County Housing and Workforce Solutions (herein referred to as “HWS”) and [AGENCY NAME] (herein referred to as [“AGENCY ACROYMN”]).

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 (HHAP), administered by the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (BCSH); and,

WHEREAS, HWS has been designated by the COUNTY as the Administrative Entity to provide coordination and administration of the COUNTY’s Continuum of Care Program; and,

WHEREAS, HWS desires to contract with [AGENCY NAME] 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; and,

NOW, THEREFORE, HWS and [AGENCY NAME] do hereby covenant and agree that HWS shall provide said funds and [AGENCY NAME] shall provide said services in accordance with the TERMS and CONDITIONS (T&C) contained hereto of this MOU. The T&C specify the responsibilities of HWS and [AGENCY NAME].

Authorized Signature for [AGENCY NAME]:	Authorized Signature for Riverside County Housing and Workforce Solutions:
Printed Name of Person Signing: [NAME]	Printed Name of Person Signing: Heidi Marshall
Title: [TITLE]	Title: Director of Housing and Workforce Solutions
Address: [STREET NUMBER] [CITY, CA ZIPCODE]	Address: 3403 Tenth Street, Suite 300 Riverside, CA 92501
Date Signed: [DATE]	Date Signed: [DATE]

Approval as to Form
Minh Tran
County Counsel

Approval as to Form
Minh Tran
County Counsel

By: _____
[NAME]
Deputy County Counsel

By: _____
Lisa Sanchez
Deputy County Counsel

Date: _____

Date: _____

TABLE OF CONTENTS

1. DEFINITIONS 4
2. DESCRIPTION OF SERVICES 6
3. PERIOD OF PERFORMANCE 6
4. COMPENSATION 6
5. SUPPLANTATION 7
6. DISALLOWANCE 7
7. CONFIDENTIALITY 7
8. ASSIGNMENT 8
9. COMPLIANCE WITH APPLICABLE LAWS 8
10. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS 8
11. NOTICES 8
12. DISPUTES 8
13. MODIFICATION OF TERMS 9
14. TERMINATION 9
15. SIGNED IN COUNTERPARTS 9
16. ELECTRONIC SIGNATURES 9
17. ENTIRE MOU 9

List of Schedules

Schedule A – Payment Provisions

Schedule B – Scope of Services

List of Attachments

Attachment I – Assurance of Compliance

Attachment II – Subrecipient Payment Request FORM 2076A

Attachment III – Supporting Documentation

Attachment IV – HMIS Participating Agency Agreement

Attachment V – HHAP Time/Activity Report

TERMS AND CONDITIONS

1. DEFINITIONS

- A. "Administrative Entity" means a unit of general purpose local government (city, county or a city that is also a county) or nonprofit organization that has previously administered federal Department of Housing and Urban Development Continuum of Care funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations that has been designated by its Continuum of Care to administer HHAP Program funds.
- B. "BCSH" means the State of California Business, Consumer Services and Housing Agency.
- C. "Budget Amendment" means any change affecting the overall total grant amount awarded that may or may not affect the scope of work.
- D. "Budget Modification" means any change on the dollar amounts of budget line items without any change on the overall total grant amount awarded of this agreement.
- E. "CES" means the Riverside County Coordinated Entry System that serves to prioritize Homeless individuals according to longest length of homelessness and greatest service needs.
- F. "CES Lead Agency" or "HomeConnect" means the County of Riverside's Coordinated Entry System Lead Agency responsible for facilitating the coordination and management of resources and services through Riverside County's crisis response system.
- G. "Chronically Homeless" means an individual or family that is homeless and resides in a place not meant for human habitation, a safe haven, or in an emergency shelter, and has been homeless and residing in such a place for at least 1 year or on at least four separate occasions in the last 3 years. The statutory definition also requires that the individual or family has a developmental disability, post-traumatic stress disorder, cognitive impairment resulting from a brain injury, or chronic physical illness or disability.
- H. "CoC" refers to the Riverside County Continuum of Care.
- I. "COUNTY" and/or "HWS" refers to the County of Riverside and its Housing and Workforce Solutions Department, which has administrative responsibility for this MOU. HWS and COUNTY are used interchangeably in this MOU.
- J. "Emergency Shelter" has the same meaning as defined in Health and Safety Code section 50801, subdivision (e).
- K. "Expend" or "Expended" means all HHAP funds Obligated under this Agreement or Subcontract have been fully paid and receipted, and no invoices remain outstanding.
- L. "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 MOU.
- M. "HMIS" refers to the Riverside County Homeless Management Information System.
- N. "Homeless" refers to homeless as defined in 24 CFR 576.2.

- O. "Homelessness Prevention" means assistance that includes housing relocation and stabilization services and/or short- and/or medium-term Rental Assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the Homeless definition in 24 CFR 576.2.
- P. "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.114343a(2)). "Homeless Youth" includes unaccompanied youth who are pregnant or parenting.
- Q. "Housing First" has the same meaning as in Welfare and Institutions Code section 8255, including all of the core components listed therein.
- R. "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.
- S. "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.
- T. "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.
- U. "Participant(s)" refers to an individual(s) or family(ies) who is assisted under the HHAP Program.
- V. "Permanent Housing" means a structure or set of structures with subsidized or unsubsidized rental housing units subject to applicable landlord-tenant law, with no limit on length of stay and no requirement to participate in supportive services as a condition of access to or continued occupancy in the housing. Permanent Housing includes Permanent Supportive Housing. "Rental Assistance or Subsidies" means housing vouchers, rapid-rehousing programs, and eviction prevention strategies.
- W. "Project" refers to rapid rehousing and/or Homelessness Prevention services for facilitating the movement of Homeless individuals through the Continuum of Care into independent Permanent Housing.
- X. "Rapid Re-Housing" (RRH) is a model of housing assistance that is designed to assist the homeless, with or without disabilities, move as quickly as possible into permanent housing and achieve stability in that housing. Rapid re-housing assistance is time-limited, individualized, flexible, and is designed to complement and enhance homeless system performance and the performance of other homeless projects.
- Y. "Rental Assistance" means the provision of housing vouchers to provide Homelessness Prevention, transitional or Permanent Housing to eligible persons.

- Z. “[AGENCY ACROYMN]” refers to [AGENCY NAME].
- AA.“SUBRECIPIENT” refer to the [AGENCY NAME] including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and [AGENCY NAME] are used interchangeably in this MOU.
- BB.“Target Population” means any person who is Homeless as defined in this MOU.

2. DESCRIPTION OF SERVICES

- A. [AGENCY NAME] 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. [AGENCY NAME] represents that it has the skills, experience, and knowledge necessary to perform under this MOU and the HWS relies upon this representation. [AGENCY NAME] shall perform to the satisfaction of the HWS and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.
- C. [AGENCY NAME] affirms that it is fully apprised of all of the work to be performed under this MOU and [AGENCY NAME] agrees it can properly perform this work at the prices stated in Schedule A. [AGENCY NAME] is not to perform services or provide products outside of this MOU.
- D. Acceptance by HWS of the [AGENCY NAME's] performance under this MOU does not operate as a release of [AGENCY NAME's] responsibility for full compliance with the terms of this MOU.

3. PERIOD OF PERFORMANCE

This MOU shall be effective upon signature of this MOU by both parties (“Effective Date”) and continues in effect through December 31, 2027, unless terminated earlier. [AGENCY NAME] shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter until the end of the period of performance. HWS and [AGENCY NAME] agree that all services provided to the Target Population are estimated to be, and shall be, fully performed by [DATE]. This estimated end date for full performance of all services provided to the Target Population may be extended to a date no later than December 31, 2027, as needed by the parties with written approval from HWS.

4. COMPENSATION

HWS shall pay [AGENCY NAME] for services performed, products provided, and expenses incurred in accordance with the terms of Schedule A, Payment Provisions. HWS 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, HWS shall not be responsible for payment of any of SUBRECIPIENT’s expenses related to this MOU. One hundred percent (100%) of HHAP funds allocated to SUBRECIPIENT, pursuant to this MOU, shall be Expended by [DATE] (“Expenditure Deadline”). Any HHAP funds paid to [AGENCY NAME], but not Expended pursuant to this MOU by [DATE] shall be returned to HWS within five (5) business days. In the event this MOU is terminated prior to December 31, 2027 any funds paid to [AGENCY NAME], but not Expended prior to the date of termination, shall be returned to HWS within five (5) business days of the notice of termination to be returned to BCSH and revert to the General Fund.

5. SUPPLANTATION

[AGENCY NAME] shall not supplant any federal, state, or county funds intended for the purpose of this MOU with any funds made available under any other MOU, shall not claim reimbursement from HWS for, or apply any sums received from HWS, with respect to the portion of its obligations, which have been paid by another source of revenue, and agrees that it will not use funds received pursuant to this MOU, 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 HWS.

6. DISALLOWANCE

In the event [AGENCY NAME] receives payment for services under this MOU which is later disallowed for nonconformance with the terms and conditions herein by HWS, it shall promptly refund the disallowed amount to HWS on request, or at its option, HWS may offset the amount disallowed from any payment due to [AGENCY NAME] under any MOU with HWS.

7. CONFIDENTIALITY

[AGENCY NAME] shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

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

The parties to this MOU shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the [AGENCY NAME] shall be considered and kept confidential by the [AGENCY NAME], its staff, agents, employees and volunteers. [AGENCY NAME] shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this MOU with the MOU or before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the [AGENCY NAME] by HWS.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

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

8. ASSIGNMENT

Neither party shall assign any interest in this MOU, nor transfer any interest in the same, whether by assignment or novation, without the prior written consent of the other party. Any attempt to assign or delegate any interest herein without written consent of the other party shall be deemed void and of no force or effect.

9. COMPLIANCE WITH APPLICABLE LAWS

[AGENCY NAME] and HWS shall comply with all applicable federal, state and local laws and regulations. In the event there is a conflict between the various laws or regulations that may apply, [AGENCY NAME] and HWS shall comply with the more restrictive law or regulation.

10. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

The obligation of HWS for payment of this MOU is contingent upon and limited by the availability of funding from which payment can be made. This MOU is valid and enforceable only if sufficient funds are made available to HWS by BCSH. There shall be no legal liability for payment on the part of HWS unless funds are made available for such payment by BCSH. In the event such funds are not forthcoming for any reason, HWS shall immediately notify [AGENCY NAME] in writing and this MOU shall be deemed terminated having no further force or effect. In the event funding is reduced, HWS shall immediately notify [AGENCY NAME] in writing and it is mutually agreed that HWS has the option to immediately terminate this MOU or to amend this MOU to reflect the reduction of funds. HWS shall make all payments to [AGENCY NAME] that were properly earned prior to the unavailability or reduction of funding.

11. NOTICES

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

HWS: Department of Housing and Workforce Solutions
3403 10th Street Suite 300
Riverside, CA 92501

[AGENCY]: [AGENCY NAME]
[ADDRESS]
[CITY, CA ZIPCODE]

12. 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 MOU 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 HWS'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. [AGENCY NAME] shall proceed diligently with the performance of this MOU pending resolution of a dispute.

B. Prior to the filing of any legal action related to this MOU, 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.

13. **MODIFICATION OF TERMS**
This MOU may be modified only by a written amendment signed by authorized representatives of both Parties.
14. **TERMINATION**
This MOU may be terminated without cause by either party by giving thirty (30) days prior written notification to the other party.
15. **SIGNED IN COUNTERPARTS**
This MOU 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 MOU.
16. **ELECTRONIC SIGNATURES**
Each party of this MOU agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this MOU. The parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.
17. **ENTIRE MOU**
This MOU constitutes the entire agreement between the parties hereto 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.

Schedule A
Payment Provisions

A.1 MAXIMUM REIMBURSABLE AMOUNT

SUBRECIPIENT shall be reimbursed by HWS, in an amount not to exceed [AMOUNT]. Said funds shall be spent according to the line item budget below:

BUDGET CATEGORY	DESCRIPTION OF SERVICES	COST
[PROJECT NAME]		
STAFF	Salaries/benefit costs for employees providing services to clients.	[AMOUNT]
OPERATIONS / SUPPORTIVE SERVICES	Costs of operating facilities and providing supportive services to clients.	[AMOUNT]
ADMINISTRATIVE COSTS (limited to 5% of total budget)	Administrative items including, but not limited to, administrative staffing costs.	[AMOUNT]
TOTAL		[AMOUNT]

Funds may be shifted between line items with prior written approval by HWS and cannot exceed the maximum reimbursable amount.

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 MOU.

COUNTY has the authority to withhold funds under this MOU 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 MOU, 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.

A.4 ADMINISTRATIVE COSTS

Under this agreement, the SUBRECIPIENT may use no more than five percent (5%) of the awarded amount for administrative costs. COUNTY and/or BCSH shall make the final determination regarding the classification of expenditures as administrative costs or direct activity costs.

A.5 EXPENDITURE OF FUNDS

SUBRECIPIENT shall Expend one hundred percent (100%) of all funds under this agreement by [DATE]. Unless approved by HWS in writing, all final requests for reimbursement of authorized HHAP expenditures under this Grant must be submitted to HWS no later than 60 calendar days after June 30, 2025.

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 2076A (Attachment II). If an advance is issued, the advance will be recouped from the full amount of each monthly claim that is submitted. No additional payments will be made until the advance is completely recouped. *HWS 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. Under this agreement, no more than five percent (5%) of the awarded amount may be used for administrative costs. 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 MODIFICATION, BUDGET AMENDMENT, AND OTHER AMENDMENT

SUBRECIPIENT is expected to implement the agreed services and activities and meet all performance and financial outcomes as planned and agreed in this agreement. SUBRECIPIENT shall make no changes to the budget without first obtaining written approval from the COUNTY. Any budget amendments must be requested by the SUBRECIPIENT in writing. In the event it is deemed necessary to conduct a budget modification, budget amendment and/or any other amendment of this agreement, they are permissible with HWS written approval and best formally requested in writing at least six (6) months prior to the end of the Period of Performance.

1. Budget Modification, Budget Amendment and/or any other Amendment of MOU for Convenience may be conducted based on mutual agreement between the COUNTY and SUBRECIPIENT and written approval from HWS with no negative effect for both parties under the authority of HWS.
2. Budget Modification, Budget Amendment and/or any other Amendment of MOU for Cause may be conducted based on mutual agreement between the COUNTY and SUBRECIPIENT and written approval from HWS. Any Cause due to SUBRECIPIENT's inability to implement the agreed services and/or activities to meet all performance and financial outcomes as planned and agreed in this agreement will become Finding(s) in the monitoring/auditing process and lead to any related effects such as project scoring, evaluation, consideration for future funding opportunities.

A.8 WITHHELD PAYMENTS

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

A.9 REPROGRAMMING OF HHAP FUNDS

BCSH allows for the COUNTY as the Administrative Entity for the CoC to reprogram funds under the HHAP Program from one eligible activity and/or jurisdiction to another after the application is approved and funds are disbursed. The COUNTY with the advisement of the CoC Board of Governance and with the approval of BCSH reserves the right to reprogram funds as needed after awards are announced to ensure funding spending goals and HHAP Program compliance under Health and Safety Code Section 50219 et seq.

During the course of the grant period, COUNTY will review grantee's spending to determine the projected amount to be spent/unspent by June 30, 2026. If the spending trend falls below the projected spending, County may elect to recoup projected unused funds and reprogram such funds to provide funding in areas with higher need.

A.10 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.

Schedule B
Scope of Services

B.1 SCOPE OF SERVICES

A. Project Description

[PROJECT NAME]

B. With the awarded HHAP funding, SUBRECIPIENT will designate [AGENCY NAME] staff...
Project Detail

Project Component Type:	Service
Funding Costs for:	[PROJECT NAME]
Population Focus:	Homeless and Individuals At-Risk of Homelessness Households

C. Performance Measurements Outcome Statement

1. Outcomes (Data Analysis)

SUBRECIPIENT shall collect and report anticipated performance measures for meeting the following benchmarks with the ## new beds (in addition to those met with the exiting beds):

# of households served	[#] Households
# of persons served	[#] Persons
# of households to achieve housing stability: (Note: Report should include breakdown of # of persons connected to each type of housing and services)	[#] Households
# of persons to achieve housing stability: (Note: Report should include breakdown of # of persons connected to each type of housing and services)	[#] Persons
Percentage of persons exiting back into homelessness:	No more than [#]%
Percentage of eligible/willing persons served to retain or obtain mainstream benefits:	[#]%
Percentage of eligible/willing persons to maintain or increase income/employment:	[#]%

B.2 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. HWS retains the rights to the HMIS and case management software application used in the operations of this property. HWS will grant SUBRECIPIENT access to use the HMIS software for the term of this MOU.
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 Charter, which is located on the County of Riverside CoC website:
https://rivcohws.org/sites/g/files/aldnop131/files/2023-05/county-of-riverside-coc-hmis-charter-rev-12-07-22_0.pdf
4. SUBRECIPIENT must maintain a valid HMIS End User Agreement on file with HWS, which is located on the County of Riverside CoC website:
[https://rivcohwpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%20%20Revised%209-10-2020%20\(1\).pdf](https://rivcohwpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%20%20Revised%209-10-2020%20(1).pdf)
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.3 COORDINATED ENTRY SYSTEM

1. Participation is defined by CES training attendance, complying with Riverside County CES Charter, Policies and Procedures, data collection, valid user agreements, and entering required client data on a regular and timely basis.
https://rivcohwpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%20Policies%20and%20Procedures%20Amended%205_20_2021.pdf
2. SUBRECIPIENT shall work with the CES Lead Agency to ensure that screening, assessment and referral of program participants are consistent with the CES Charter, Policies and Procedures which are located on the County of Riverside CoC website:
https://rivcohwpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%20Policies%20and%20Procedures%20Amended%205_20_2021.pdf
3. SUBRECIPIENT agrees to work with the CES Lead Agency and coordinate delivery of services (e.g., street outreach, housing navigation, case management, landlord incentive programs, and all other supportive services and housing assistance) to support inquiries received through the CES HomeConnect Hotline and by name list.
4. SUBRECIPIENT agrees to participate in the CES HomeConnect Navigation Council Review Meetings facilitated by the CES Lead Agency.
5. SUBRECIPIENT shall utilize the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) to screen individuals with high barriers to help them gain access to housing services through the CES.
6. SUBRECIPIENT agrees to provide BCSH access to CES 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 follow all HMIS requirements to ensure that complete and accurate data are in HMIS on an ongoing basis unless exempted for special population such as victims of domestic violence and, upon request from HWS CoC staff, submit information on time to HWS CoC to ensure that HWS CoC staff has complete and accurate information to conduct any kind of reporting including annual reports to BCSH.
- B. Information needed for reporting purposes include but are not limited to the following items. Subrecipient is required to have such information on HMIS and, as needed, establish internal mechanism(s) to ensure that information listed below is tracked on an ongoing basis and available at all times during the contract term and record retention period.
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 individuals 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. Number of Instances of Service.
 6. Increases in capacity for new and existing programs.
 7. The number of unsheltered homeless individuals becoming sheltered.
 8. The number of homeless persons entering permanent housing.
- C. Breakdowns will be expected for each activity (i.e. services, capital improvements, Rental Assistance, etc.) and program type (i.e. Emergency Shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, 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.
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 CoC would like to share (optional).

ATTACHMENT I
Assurance of Compliance

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

[AGENCY NAME]
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

Subrecipient's Authorized Signature

[STREET ADDRESS]
[CITY, CA, ZIPCODE]

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

CR50-Vendor Assurance of Compliance

ATTACHMENT II
Subrecipient Payment Request FORM 2076 A

COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

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

From: _____
Remit to Name _____
Remit to Address _____
City _____ State _____ Zip Code _____
Contract Number _____

Total amount requested: \$ _____ for the period of _____

Select Payment Type(s) Below:

Advance Payment \$ _____ (if allowed by Contract/Grant) Actual Payment \$ _____ (reimbursement of actual program costs)

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

\$0.00

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 COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

Purchase Order # (10) _____ Invoice # _____

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

Program _____ Date _____
Fiscal _____ 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 2076A, 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 Contract/MOU.

Mail Claims Packet to address shown on upper left corner of the Subrecipient Payment Request Form (2076A). [see method, time, and schedule/condition of payments].
(Please type or print information on all Forms.)

2076A
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 COUNTY USE ONLY AND SHOULD BE LEFT BLANK.

SUPPORTING DOCUMENTATION REQUIREMENTS

GENERAL GUIDELINES	
❖	Claims must be submitted in an organized format.
❖	All required summary worksheets and backup documentation must be included, must match the amounts requested, and must be clear and legible.
❖	Do not include irrelevant documentation that is not from costs being claimed. For example, large phone bills should include only the relevant pages to document costs being claimed.
❖	Any claims difficult to review due to organization or backup documentation issues will be rejected.
❖	All claims must be in accordance with the terms and conditions of your contract.
FISCAL YEAR-END (JUNE 30)	
❖	The County's fiscal-year end is June 30 of each calendar year. The County's ACO (Auditor-Controller's Office) has an early cutoff to process invoices at year-end. To be processed and paid in the month of June, all claims must be received by June 6.
	*If June 6 falls on a weekend, the deadline is the prior Friday (June 4 or 5).
❖	Claims received after June 6 will still be paid. However, payment will be delayed until after June 30.
❖	Claims at year-end must still follow the same general guidelines. *Estimates are not allowed unless specifically authorized by our fiscal team.
PERSONALLY IDENTIFIABLE INFORMATION (PII)	
❖	All PII of program participants must be redacted, including:
❖	Name, Date of birth, Social Security Number, Driver's License Number
❖	Instead of the client's name, use their HMIS Client ID as their identifier on spreadsheets and documentation sent with claims.
FORMS / SUMMARY WORKSHEETS – Required with each claim. Spreadsheets must be provided in Excel format.	
❖	SIGNED/DATED Payment Request Form (<u>current version</u> of Form 3106 or Form 2076A, depending on the grant)
❖	Staffing Detail Worksheet

❖ Rental Assistance Summary Worksheet, if applicable
❖ Summary Worksheet for other expenses
LEASING / RENTAL ASSISTANCE – Required at time of client move-in and with any changes or (if applicable) annual recertification.
❖ Lease agreement
❖ Rent reasonableness, if required by the grant
❖ Rent calculation, if required by the grant
LEASING / RENTAL ASSISTANCE – Required with each claim.
❖ Invoice or documentation of rent amount and due date
❖ Proof of payment (cancelled check or check stub)
STAFF / PAYROLL – Required with each claim.
❖ Time and Activity Report – Submit a separate time and activity report for each pay period with only the days from that pay period (not the entire month unless the employee is paid monthly).
❖ Include Pay Stub or Payroll Report
❖ All documentation must match with employee timesheet/timecard. *timesheet/timecard is not a substitute for the time and activity report
STAFF – INSURANCE (Workers Comp, Health/Dental, etc.) – Required if reimbursement or match is being requested for insurance.
❖ Copy of the policy with rate by employee – Required with first claim and with any changes.
❖ Invoice and proof of payment (cancelled check or check stub)
OTHER EXPENSES
❖ Invoice/receipt including date and explanation of expense <ul style="list-style-type: none"> ▪ Proof of payment of the credit card statement (cancelled check or check stub)
❖ Vehicle/mileage costs (including insurance) – Documentation must be provided that connects the vehicle or driver to the specific grant/contract.
PROOF OF PAYMENT - CREDIT CARD PAYMENTS
❖ Credit card statement with relevant charge(s) highlighted <ul style="list-style-type: none"> ▪ Proof of payment of the credit card statement (cancelled check or check stub)

ATTACHMENT IV
HMIS PARTICIPATING AGENCY AGREEMENT



**COUNTY OF RIVERSIDE CONTINUUM OF CARE
HMIS PARTICIPATING AGENCY AGREEMENT**

_____ (“AGENCY”) has elected to participate in the County of Riverside Continuum of Care Homeless Management Information System (“HMIS”) and therefore is entering into this HMIS Participating Agency Agreement (this “Agreement”). The AGENCY and its personnel are permitted to use HMIS and security services on their computer systems through an Internet connection. The HMIS is a database and case management system that collects and maintains information on the characteristics and service needs of clients. The system collects and stores client –level data, which can be used to generate unduplicated and aggregate reports to determine the use and effectiveness of the services being provided to the homeless and at risk populations.

The Riverside County Housing, Homelessness Prevention and Workforce Solutions (HHPWS) (“HMIS LEAD”) is the HUD grantee responsible for administering the HMIS grant. HMIS LEAD is the system host and provides the personnel and administrative support to operate the County of Riverside CoC HMIS. HMIS LEAD is responsible for ordering, installing and maintaining the computer and network system, implementing the software solution, providing secured access for participating agencies, troubleshooting problems, and offering training and on-going technical support.

AGENCY agrees to abide by all laws, and the County of Riverside CoC HMIS Charter pertaining to client confidentiality, user conduct, security, and the ongoing functionality and stability of services and equipment used to support HMIS.

In consideration of their mutual undertakings and covenants, the AGENCY and HMIS LEAD agree as follows:

1. General Understandings:

A. Definitions. In this Agreement, the following terms will have the following meanings:

- i. “AGENCY staff” refers to employees, volunteers, contractors, or any other agents of the AGENCY.

- ii. "Breach" shall mean the acquisition, access, use or disclosure of Identifying Information in a manner not permitted as defined in any Federal or State law, including, but not limited to:
 - a. The Health Insurance Portability and Accountability Act, 45 CFR section 164.502 ("HIPAA");
 - b. The Health Information Technology for Economic and Clinical Health Act, 42 USC 17921;
 - iii. The California Confidentiality of Medical Information Act, Civil Code section 56.10 et seq.; "Client" refers to a person receiving services from the AGENCY.
 - iv. "De-Identifying Information" (also referred to as "non-identifying" information) refers to data that has specific Client demographic information removed, to allow use of the data *without identifying* a specific Client.
 - v. "Enter" or "entry" refers to the entry of any Client information into the HMIS.
 - vi. "HMIS" refers to the Homeless Management Information System.
 - vii. "HMIS staff" refers to the employees, contractors, or agents of HMIS LEAD assigned to administer the HMIS, as well as to analyze, review and report on the data contained in HMIS.
 - viii. "Identifying Information" (also referred to as "confidential" data or information) refers to information about a Client that can be used to distinguish or trace the Client's identity, either alone or when combined with other personal or identifying information using methods reasonably likely to be used.
 - ix. "Information" refers to both De-Identifying Information and Identifying Information.
 - x. "AGENCY" refers generally to any service provider or organization signing this document that is participating or planning to participate in the HMIS.
 - xi. "Sharing," or "information sharing" refers to entering information into HMIS, or providing Identifying Information to other agencies, organizations, individuals, or providers that do not participate in the HMIS.
 - xii. "User" refers to AGENCY employees authorized to have, and having, access to the HMIS.
- B. Use and Disclosure. Whenever AGENCY enters information into HMIS, such Identifying Information will be available to the HMIS staff who may use it to: administer HMIS, conduct analysis, coordinate services, and prepare reports to be submitted to others in de-identifying form. AGENCY use and disclosure of HMIS Identifying Information may occur only in accordance with HMIS Policies, Standard Operating Procedures.
- C. Access. AGENCY agrees to allow HMIS and its subcontractors access to information provided by the AGENCY in accordance with this Agreement and to carry out its duties with respect to the HMIS, which includes without limitation,

HMIS administration, testing, problem identification and resolution, management of the HMIS database, and data aggregation and analysis activities, as permitted by applicable state and federal laws and regulations.

2. Confidentiality:

A. AGENCY shall not:

- i. enter information into the HMIS which it is not authorized to enter, or
- ii. share information that AGENCY is not authorized to share.

By entering information into the HMIS, AGENCY represents that it has the authority to enter such information into the HMIS. To the best of AGENCY's knowledge, any information entered into the HMIS does not violate any of the Client's rights, under any relevant federal, state, or local confidentiality laws, regulations or other restrictions applicable to Client information.

B. AGENCY agrees to comply with all federal and state regulations regarding the confidentiality of Identifying Information, including, but not limited to:

- i. The Health Insurance Portability and Accountability Act, 45 CFR Parts 160, 162 and 164 ("HIPAA");
- ii. The Health Information Technology for Economic and Clinical Health Act ("HITECH Act");
- iii. The California Confidentiality of Medical Information Act, Civil Code section 56.10 et seq.;
- iv. California Welfare and Institutions Code section 5328 et seq.;
- v. California Evidence Code section 1010 et seq.;
- vi. Code of Federal Regulations, at 42 CFR Part 2.

C. To the extent that information entered by AGENCY into the HMIS is or becomes subject to additional restrictions, AGENCY will immediately inform HMIS in writing of such restrictions.

3. Display of Notice:

- i. Pursuant to the notice published by the Department of Housing and Urban Development ("HUD") on July 30, 2004, AGENCY will prominently display at each intake desk (or comparable location) the ***HMIS Notice of Privacy Practices*** approved by HMIS LEAD, that explains the Client rights associated with providing AGENCY staff with Identifying Information. It is AGENCY's responsibility to ensure that each Client understands his or her rights. Additionally, if AGENCY maintains a public webpage, the current

version of the *HMIS Notice of Privacy Practices* must be posted on the webpage. The current form of *HMIS Notice of Privacy Practices*, which may be modified from time to time at HMIS's LEAD's discretion, is attached to and incorporated into this Agreement by reference, and is available from HMIS LEAD or on its website <http://HMIS.LEAD.co.riverside.ca.us/homeless-programs>.

4. Information Collection, Release and Sharing Consent:

- A. Collection of Identifying Information. AGENCY must collect information by lawful and fair means with the knowledge or consent of the Client. Any Identifying Information collected by the AGENCY must be relevant to the purpose for which it is to be used. To the extent necessary for those purposes, Identifying Information should be accurate, complete and timely. AGENCY must post Mandatory Collection Notice at each intake desk or comparable location. Privacy and Mandatory Collection Notices must be made available in writing at the client's request.
- B. Obtaining Client Consent. AGENCY will obtain the informed consent of the Client by having the Client sign the *Consent* form.
- C. Sharing. Prior to sharing any of a Client's information with an AGENCY or organization outside of the HMIS, except as provided in the *HMIS Notice of Privacy Practices*, approved by HMIS LEAD, that explains the Client rights associated with providing AGENCY staff with Identifying Information, AGENCY will provide the Client with a copy of its client consent and/or release of information form ("Consent"). Following an explanation regarding the entity or individual that the information will be shared with and how it will be used, the AGENCY will obtain the informed consent of the Client by having the Client sign the *Consent* form specific to that other AGENCY or outside organization.
- D. Consent Form. AGENCY shall keep all copies of the signed *Consent* form for a period of seven (7) years after the Client signed the consent form. Such forms shall be available for inspection and copying by HMIS and/or the U.S. Department of Housing and Urban Development, at any time.
- E. Refusal of Services. AGENCY may not refuse or decline services to a Client or potential Client if that person:
- i. objects to the entry of its information in the HMIS; or
 - ii. refuses to share his or her personal information with the AGENCY or cannot remember certain information; however, some information may be required by the program to determine eligibility for housing or services, to assess needed services, or to fulfill reporting requirements.

5. HMIS Policies and Standard Operating Procedures:

Notwithstanding any other provision of this Agreement, AGENCY's use of and participation in the HMIS, and the use, disclosure, and submission of data to and from the HMIS shall, at all times, be governed by the *HMIS Notice of Privacy Practices* and the *HMIS Charter*, as revised from time to time, at the sole discretion of HMIS. Such *HMIS Charter* is incorporated in this Agreement by reference and is located at <http://HMIS.LEAD.co.riverside.ca.us/homeless-programs/management-information-system>

In the event of a conflict between this Agreement and the *HMIS Charter*, the latter shall control.

6. Sharing HMIS Data:

AGENCY shall not release any Identifying Information received from the HMIS to any other person or organization without the written informed consent of the Client, unless such disclosure is required by law or in accordance with the *HMIS Notice of Privacy Practices*.

Basic Client profile data entered into HMIS (with consent), which includes Client demographic data will be shared with all Agencies in the HMIS system in an effort to reduce the event of duplicative Client records and/ or intakes. This includes the following data elements:

- 3.1 Name
- 3.2 Social Security Number
- 3.3 Date of Birth
- 3.4 Race
- 3.5 Ethnicity
- 3.6 Gender
- 3.7 Veteran Status
- 3.15 Relationship to Head of Household

Client's project level data will only be shared with agencies that have signed an *Inter-Agency Data Sharing Agreement*. This includes the following data elements:

- 3.8 Disabling Condition
- 3.10 Project Start Date
- 3.11 Project Exit Date
- 3.12 Destination
- 3.16 Client Location
- 3.20 Housing Move-in Date
- 3.917 Living Situation
- 4.2 Income and Sources
- 4.3 Non-Cash Benefits
- 4.4 Health Insurance
- 4.5 Physical Disability
- 4.6 Developmental Disability
- 4.7 Chronic Health Condition
- 4.8 HIV/AIDS
- 4.9 Mental Health Problem
- 4.10 Substance Abuse
- 4.11 Domestic Violence
- 4.12 Contact
- 4.13 Date of Engagement
- Enrollment History (Project and Organization name)

7. Client Inspection/Correction:

Upon receipt of a written request from a Client, AGENCY shall allow the Client to inspect and obtain a copy of his or her own information during regular business hours. AGENCY is not required to provide a Client access to information (a) compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding; (b) about another individual; (c) obtained under a promise of confidentiality if disclosure would reveal the source of the information; and (d) which, if disclosed, would be reasonably likely to endanger the life or physical safety of any individual. AGENCY must allow a Client to correct information that is inaccurate or incomplete; provided, however, that prior to correcting such information, AGENCY shall consult with HMIS. Such consultation is necessary to ensure proper coordination between the AGENCY's response and the capabilities of the HMIS system, unless the requested correction is a routine correction of a common data element for which a field exists in HMIS (e.g., date of birth, prior residence, social security number, etc.). AGENCY is not required to remove any information as a result of a correction, but may, in the alternative, mark information as inaccurate or incomplete and may supplement it with additional information.

8. Security:

AGENCY shall maintain the security and confidentiality of information in the HMIS and is responsible for the actions of its employees, contractors, volunteers, or agents and their proper training and supervision. AGENCY agrees to follow the *HMIS Policies and Standard Operating Procedures* on security (hereafter "Security Rule"), which by this reference is incorporated herein and which may be modified from time to time at HMIS LEAD's discretion. At its discretion, HMIS LEAD may conduct periodic assessments of AGENCY to monitor its compliance with the Security Rule. The steps AGENCY must take to maintain security and confidentiality include, but are not limited to:

- A. Access. AGENCY will permit password-protected access to the HMIS only to authorized AGENCY staff who need information from the HMIS for legitimate business purposes (such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements). AGENCY will limit the access of such staff to only those records that are immediately relevant to their work assignments.
- B. User Code of Ethics. Prior to permitting any User to access HMIS, AGENCY will require the User to sign an *HMIS User Agreement/Code of Ethics* ("User Code of Ethics"), which is incorporated herein by this reference and which may be amended from time to time at HMIS LEAD's discretion. AGENCY will comply with and enforce the User Code of Ethics and will inform HMIS LEAD immediately in writing of any breaches of the User Code of Ethics.

i. Any staff, volunteer or other person who has been granted a User ID and password and is found to have committed a breach of system security and/or Client confidentiality will have his/her access to the database revoked immediately.

ii. In the event of a breach of system security or Client confidentiality, the Director of the AGENCY shall notify HMIS LEAD within twenty-four (24) hours. Any AGENCY that is found to have had breaches of system security and/or Client confidentiality shall enter a period of probation, during which technical assistance shall be provided to help the AGENCY prevent further breaches.

Probation shall remain in effect until HMIS LEAD has evaluated the AGENCY's security and confidentiality measures and found them compliant with the policies stated in this Agreement and the User Code of Ethics. Subsequent violations of system security may result in suspension from the HMIS.

- C. User Authentication. AGENCY will permit access to HMIS only with use of a User authentication system consisting of a username and a password which the User may not share with others. Written information pertaining to User access (e.g., username and password) shall not be stored or displayed in any publicly accessible location. Passwords shall be between eight and twelve characters long and include both letters and numbers. Passwords shall not be, or include the username, the HMIS vendor's name, the HMIS LEAD name, the AGENCY's name, or consist entirely of any word found in the common dictionary or any of the forenamed words spelled backwards. The use of default passwords on initial entry into the HMIS is allowed so long as the User changes the default password on first use. Individual Users must not be able to log on to more than one workstation at a time, or be able to log on to the network at more than one location at a time. Passwords and usernames shall be consistent with guidelines issued from time to time by HUD and HMIS LEAD. Passwords and usernames shall not be exchanged electronically without HMIS LEAD's approval.
- D. Hard Copies. The AGENCY must secure any paper or other hard copy containing Identifying Information that is generated either by or for the HMIS LEAD, including, but not limited to reports, data entry forms and signed consent forms. Any paper or other hard copy generated by or for the HMIS LEAD that contains such information must be supervised at all times when it is in a public area. If AGENCY staff is not present, the information must be secured in areas that are not publicly accessible. Agencies wishing to dispose of hard copies containing Identifying Information must do so by shredding the documents or by other equivalent means with approval by HMIS LEAD. Written information specifically pertaining to User access (e.g., username and password) must not be stored or displayed in any publicly accessible location.
- E. Training/Assistance. HMIS LEAD will conduct ongoing basic confidentiality training for all persons with access to the HMIS and will train all persons who may receive

information produced from the HMIS on the confidentiality of such information. AGENCY will participate in such training as is provided from time to time by HMIS LEAD. Representatives of HMIS LEAD will be reasonably available during HMIS's defined weekday business hours for technical assistance (e.g., troubleshooting and report generation).

9. Information Entry Standards:

- A. Information entered into HMIS by AGENCY will be truthful, accurate, complete and timely to the best of AGENCY's knowledge.
- B. AGENCY will *not* solicit from Clients or enter information about Clients into the HMIS database unless the information is required for a legitimate business purpose such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements.
- C. AGENCY will only enter information into the HMIS database with respect to individuals which it serves or intends to serve, including through referral.
- D. AGENCY will enter information into the HMIS database within seven (7) calendar days of data collection.
- E. AGENCY will not alter or over-write information entered by another AGENCY.

HMIS LEAD reserves the right to, in its sole discretion, delete or segregate information entered into the HMIS by an AGENCY, or take any other appropriate measures, to maintain the accuracy and integrity of the HMIS or to avoid compromising the HMIS goal of maintaining unduplicated counts of Clients.

AGENCY is responsible for maintaining timely, accurate and complete data in HMIS and remaining in compliance with federal regulations as well as any outside applicable regulations such as the HIPAA standards.

HMIS LEAD will conduct an annual monitoring site visit to ensure compliance with HUD and Riverside County CoC HMIS requirements. HMIS LEAD will provide utilization reports to participating agencies on a regular basis to include data quality and tracking. 10. Use of the HMIS:

- A. AGENCY will not access Identifying Information for any individual for whom services are neither being sought nor provided by the AGENCY. AGENCY may access Identifying Information of the Clients it serves and may request, in writing addressed to HMIS LEAD's authorized officer shown on the signature page of this Agreement, access to statistical, non-identifying information on both the Clients it serves and Clients served by other HMIS Participating Agencies.

- B. AGENCY may report non-identifying information to other entities for funding or planning purposes. Such non-identifying information shall not directly identify individual Clients.
- C. AGENCY and HMIS LEAD will report only non-identifying information in response to requests for information from the HMIS.
- D. AGENCY will use the HMIS for its legitimate business purposes only.
- E. AGENCY will not use the HMIS to defraud federal, state or local governments, individuals or entities, or conduct any illegal activity.
- F. AGENCY shall not use the HMIS to aggregate data to compare the performance of other Participating Agencies, without the express written consent of HMIS LEAD and each of the Participating Agencies being compared.
- G. Notwithstanding any other Section of this Agreement, the parties may use or disclose for any lawful purpose information that: (a) is in the possession of the party prior to the time of the disclosure to the party through the HMIS and was not acquired, directly or indirectly, from the HMIS; or (b) is made available to the party by a third party who has the legal right to do so.

11. Proprietary Rights of the HMIS:

- A. AGENCY or HMIS LEAD staff shall assign passwords and access codes for all AGENCY Staff that meets other privacy, training and conditions contained within this Agreement.
- B. AGENCY or HMIS LEAD staff shall not assign passwords or access codes to any other person not directly connected to or working for their own AGENCY.
- C. AGENCY shall be solely responsible for all acts and omissions of its Users, and all other individuals who access the HMIS either through the AGENCY or by use of any password, identifier or log-on received or obtained, directly or indirectly, lawfully or unlawfully, from the AGENCY or any of the AGENCY's Authorized Users, with respect to the HMIS and/or any confidential and/or other information accessed in connection therewith, and all such acts and omissions shall be deemed to be the acts and omissions of the AGENCY. Each AGENCY shall certify:
 - i. That its Users have received training regarding the confidentiality of HMIS information under all applicable federal, state, and local laws and agree to protect the Information in compliance with such laws and this Agreement;
 - ii. That its Users shall only access the HMIS for purposes approved by the AGENCY and that are consistent with this Agreement;

- iii. That its Users have agreed to hold any passwords, or other means for accessing the HMIS, in a confidential manner and to release them to no other individual. AGENCY shall ensure that all Users understand that sharing passwords and other means for accessing the HMIS is expressly prohibited;
 - iv. That its Users agree and understand that their failure to comply with the terms of this Agreement may result in their exclusion from the HMIS and may constitute cause for disciplinary action by the AGENCY; and
 - v. That it has restricted access to the HMIS only to the Users that the AGENCY has identified pursuant to this Section.
- D. AGENCY shall terminate the rights of a User immediately upon the User's termination from his or her position. In the alternative, AGENCY must immediately notify HMIS LEAD staff of the User's termination to allow HMIS LEAD staff to terminate the User's access rights. The AGENCY is responsible for removing HMIS Users from the system.
- E. AGENCY shall be diligent not to cause in any manner or way, corruption of the HMIS, and AGENCY agrees to be responsible for any damage it may cause.

12. HMIS Administrators Council:

The County of Riverside Continuum of Care (CoC) delegates oversight and guidance of the HMIS and related activities to the HMIS Administrators Council ("HMIS COUNCIL"). A list of the current members of the HMIS COUNCIL may be obtained from <http://HMIS.LEAD.co.riverside.ca.us/homeless-programs>. The HMIS LEAD staff will consult with the HMIS COUNCIL from time to time regarding issues such as revision to the form of this Agreement. Written AGENCY complaints that are not resolved may be forwarded to the HMIS COUNCIL which will try to reach a voluntary resolution of the complaint.

12. Insurance

HMIS Data sharing participating agencies must maintain insurance as provided in subrecipients contract with DPSS.

13. Limitation of Liability and Indemnification:

- A. Except as provided in this Section, no party to this Agreement shall assume any additional liability of any kind due to its execution of this Agreement or its participation in the HMIS. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or

liability for the acts of any other person or entity through participation in HMIS except for the acts and omissions of its own employees, volunteers, agents or contractors. The parties specifically agree that this Agreement is for the benefit of the parties only and creates no rights in any third party.

B. AGENCY agrees to indemnify, defend and hold harmless HMIS LEAD, including its directors, officers, employees, representatives, and agents from and against any and all claims and liabilities (including, without limitation, all damages, costs, and expenses, including legal fees and disbursements paid or incurred) arising from the intentional acts or omissions, negligence, or strict liability of AGENCY, its directors, officers, employees, representatives, or agents, or AGENCY's breach of this Agreement, including any breach associated with Identifying information. This Section shall survive the termination of this Agreement.

C. Without limiting any other provision of this Agreement, AGENCY and its Users shall be solely responsible for all decisions and actions taken or not taken involving services, treatment, patient care, utilization management, and quality management for their respective patients and Clients resulting from or in any way related to the use of the HMIS or the Information made available thereby. AGENCY and Users shall have no recourse against, and hereby waive, any claims against HMIS LEAD for any loss, damage, claim or cost relating to or resulting from its own use or misuse of the HMIS.

D. AGENCY acknowledges and agrees that the HMIS is an information management tool only and that it contemplates and requires the involvement of Agencies and Users that are qualified to maintain, collect and enter information into the HMIS. AGENCY further acknowledges and agrees that HMIS LEAD has not represented its services as having the ability to perform any tasks that constitute the practice of medicine or of other professional or academic disciplines. HMIS LEAD shall not be responsible for any errors, misstatements, inaccuracies, or omissions regarding the content of the HMIS, although every effort has been made to ensure its quality and accuracy. AGENCY assumes all risk for selection and use of the content in the HMIS.

E. All data to which access is made through the HMIS originates from Participating Agencies, and not from HMIS LEAD. All such data is subject to change arising from numerous factors, including without limitation, changes to Client information made at the request of the Client, changes in the Client's condition, the passage of time and other factors. HMIS LEAD neither initiates the transmission of any data nor monitors the specific content of data being transmitted. Without limiting any other provision of this Agreement, HMIS LEAD shall have no responsibility for or liability related to the accuracy, content, currency, completeness, content or delivery of any data either provided by AGENCY, or used by AGENCY, pursuant to this Agreement.

F. Access to the HMIS and the information obtained by AGENCY pursuant to the use of those services are provided "as is" and "as available." AGENCY is solely responsible for any and all acts or omissions taken or made in reliance on the HMIS or the information in the HMIS, including inaccurate or incomplete information. It is expressly agreed that in no event shall HMIS LEAD be liable for any special, indirect, consequential, or exemplary damages, including but not limited to, loss of profits or revenues, loss of use, or loss of information or data, whether a claim for any such liability or damages is premised upon breach of contract, breach of warranty, negligence, strict liability, or any other theories of liability, even if HMIS LEAD has been apprised of the possibility or likelihood of such damages occurring. HMIS LEAD disclaims any and all liability for erroneous transmissions and loss of service resulting from communication failures by telecommunication service providers or the HMIS.

14. Limitation of Liability:

HMIS LEAD shall not be liable for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment.

15. Disclaimer of Warranties:

HMIS LEAD makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, to any AGENCY or any other person or entity as to the services of the HMIS or as to any other matter.

16. Additional Terms and Conditions:

A. AGENCY will abide by such guidelines as are promulgated by HUD and HMIS LEAD from time to time regarding administration of the HMIS.

B. AGENCY and HMIS LEAD intend to abide by applicable State and Federal laws. Should any term of this Agreement be inconsistent with applicable law, or should additional terms be required by applicable law, AGENCY and HMIS LEAD agree to modify the terms of this Agreement so as to comply with applicable law.

C. Neither HMIS LEAD nor AGENCY will transfer or assign any rights or obligations regarding the HMIS without the written consent of the other party.

D. This Agreement will be in force until terminated by either party. Either party may terminate this Agreement with thirty (30) days written notice. Either party may also terminate this Agreement immediately upon a material breach of this Agreement by the other party, including but not limited to a breach of the *HMIS Charter (Policies and Standard Operating Procedures)* by AGENCY. Upon termination of this Agreement, AGENCY shall remain liable for (and nothing in this Agreement shall prevent HMIS LEAD from recovering) any fees, costs, or expenses that have been incurred prior to the

termination of this Agreement. HMIS LEAD and the remaining Participating Agencies will maintain their rights to use all of the information previously entered by AGENCY except to the extent a restriction is imposed by the Client or applicable law.

E. Copies of AGENCY data will be provided to the AGENCY upon termination of this Agreement at the AGENCY's written request to HMIS LEAD made within sixty (60) days after the termination of this Agreement. Information will be provided on CDs or other mutually agreed upon media. Unless otherwise specified in writing, copies of data will be delivered to AGENCY within sixty (60) calendar days of receipt of written requests for data copies. HMIS LEAD reserves the right to charge AGENCY's HMIS actual costs for providing such data to AGENCY.

F. Except as otherwise provided, no action taken by either party, or its officers, employees or agents, pursuant to this Agreement, shall be deemed to constitute an action of the other party, or shall be construed to place the parties in a relationship of partners, joint ventures, principal and agent, or employer and employee, or shall be deemed to confer upon either party any express or implied power, right or authority to enter into any agreement or commitment, express or implied, or to incur any obligation or liability on behalf of the other party except as expressly provided herein. HMIS LEAD and AGENCY intend and agree that they and their respective agents or employees shall serve as independent contractors and not as employees of the other party, and this Agreement shall not be considered a hiring by either party or a contract of employment.

G. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions of this Agreement may be waived, only by a written instrument executed by the Parties, or in the case of a waiver, by the party waiving compliance.

H. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a further or continuing waiver of any such condition or breach of any other condition or the breach of any other provision, term, covenant, representation, or warranty of this Agreement.

I. Neither party shall assign its rights or delegate its duties hereunder without the prior written consent of the other, which consent will not be unreasonably withheld. All of the terms, provisions, covenants, conditions and obligations of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

J. Any notice required or permitted to be given under this Agreement shall be conclusively deemed to have been received by a party to this Agreement on the day it is delivered to such party at the address indicated in the signature block below, or at such other address as such party shall specify to the other party in writing, or if sent by registered or certified mail, on the third business day after the date on which it is mailed to such party at said address.

K. This Agreement sets forth the entire understanding between the parties with respect to the matters contemplated by this Agreement and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to these matters.

L. If any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this Agreement that can be given effect without the invalid or unenforceable provisions, and all unaffected provisions of this Agreement shall remain in full force and effect as if this Agreement had been executed without such invalid or unenforceable provisions.

M. The Parties affirm that this Agreement has been entered into in the State of California and will be governed by and construed in accordance with the laws of the State of California, notwithstanding any state's choice of law rules to the contrary. Any action to enforce, challenge or construe the terms or making of this Agreement or to recover for its breach shall be litigated exclusively in a state or federal court located in the State of California.

This Agreement is executed between (AGENCY) and (HMIS LEAD) and upon execution the AGENCY will be given access to the HMIS with the terms herein set forth. This agreement will be signed by the Executive Director at the Participating AGENCY.

Tanya Tomo		
HMIS LEAD	SIGNATURE	DATE

AGENCY NAME

AGENCY CEO/EXECUTIVE DIRECTOR	SIGNATURE	DATE

I have read the AGENCY Agreement and understand that this technology is for HMIS purposes only.

ATTACHMENT IV
HHAP Time/Activity Report

COUNTY OF RIVERSIDE CONTINUUM OF CARE - 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		
SERVICE STAFF (HHAP Only)																																		
HHAP Service Activities																																		0.00
ADMINISTRATIVE STAFF (HHAP Only)																																		
HHAP Administrative Activities																																		0.00
NON-PROJECT (Time not worked on HHAP)																																		
Non-Project																																	0.00	
FRINGE HOURS																																		
Vacation																																	0.00	
Sick																																	0.00	
Holiday																																	0.00	
Other Paid Time Off																																	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 - HHAP (Services)	0.00
Actual Hrs - HHAP (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 _____

SCHEDULE A
Housing and Workforce Solutions
Budget Adjustment
Fiscal Year 2023/2024

Increase in Appropriations:

21300-5500300000-536200-42035	Contrib To Non-County Agency	\$1,033,892
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Increase in Estimated Revenues:

21300-5500300000-755680-42035	CA- Other Operating Grants	\$1,033,892
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