

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



ITEM: 3.15
(ID # 21492)

MEETING DATE:

FROM : HOUSING AND WORKFORCE SOLUTIONS:

Tuesday, October 03, 2023


SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Approve HWS Memorandums of Understanding HWSCoC-MOU-0000005 with Shelter from the Storm, Inc., HWSCoC-MOU-0000006 with Riverside County Coalition for Alternatives to Domestic Violence, HWSCoC-MOU-0000007 with SAFE Family Justice Centers, HWSCoC-MOU-0000008 with LightHouse Social Service Centers, HWSCoC-MOU-0000009 with Transgender Health and Wellness Center, and HWSCoC-MOU-0000011 with His Daughters House (Partners) to establish a Domestic Violence Support System Collaborative; Ratify and Approve Subrecipient Agreement HWSCOC-0004917 with His Daughter's House for 2021 HUD Continuum of Care Program for Domestic Violence Rapid-Rehousing Services from September 1, 2023 through January 31, 2024; All Districts. [\$185,000 – 100% Federal Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Memorandums of Understanding (MOU) HWSCoC-MOU-0000005 with Shelter from the Storm, Inc. Attachment A, HWSCoC-MOU-0000006 with Riverside County Coalition for Alternatives to Domestic Violence Attachment B, HWSCoC-MOU-0000007 with SAFE Family Justice Centers Attachment C, HWSCoC-MOU-0000008 with LightHouse Social Service Centers Attachment D, HWSCoC-MOU-0000009 with Transgender Health and Wellness Center Attachment E, and HWSCoC-MOU-0000011 with His Daughters House Attachment F, (Partners) to establish a Domestic Violence Support System Collaborative;

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ACTION:Policy


Heidi Marshall, Director 9/19/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel 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: October 3, 2023
xc: HWS

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize the Director of the Housing and Workforce Solutions (HWS), or designee, to execute the Memorandums of Understanding (MOU) on behalf of the County, substantially conforming in form and substance to the attached MOU, subject to approval as to form by County Counsel;
3. Authorize the Director of HWS, or designee, to take all necessary steps to implement the Memorandums of Understanding (MOU) including but not limited to negotiating, approving and executing non-substantive amendments and subsequent essential and relevant documents, subject to the approval of County Counsel;
4. Ratify and Approve the 2021 HUD Continuum of Care Program Subrecipient Agreement HWSCOC-0004917 with His Daughter’s House for Domestic Violence Rapid-Rehousing Services, for a total aggregate amount not to exceed \$185,000 from September 1, 2023 through January 31, 2024 (Attachment F); and
5. Authorize the Director of Housing and Workforce Solutions, (HWS), or designee based on the availability of fiscal funding and as approved as to form by County Counsel, to: (a) sign amendments to Subrecipient Agreement HWSCoC-0004917 that make modifications to the scope of services that stay within the intent of the agreement; (b) move the allocated funds between the 2021 HUD subrecipients; (c) sign amendments extending the period of performance as approved by HUD; and (d) sign amendments modifying the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total aggregate cost of the agreement, as approved by HUD.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$185,000	\$ 0	\$185,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Federal Funding			Budget Adjustment: No	
			For Fiscal Year: 23/24	

C.E.O. RECOMMENDATION: Approve

Prev. Agn. Ref: 02/28/2023 Item 3.20, 05/17/2022 Item 3.11

BACKGROUND:

The County of Riverside Housing and Workforce Solutions Department (HWS) Continuum of Care Division (CoC) acts as the lead agency in the Riverside County CoC and administers a wide range of homeless services and programs such as emergency food and shelter operations, street outreach, rapid rehousing and permanent supportive housing with multiple funding sources from federal, state and local levels. Some services and programs are

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specifically designed to serve households fleeing domestic violence (DV), dating violence, sexual assault, stalking, and other households that meet the criteria of paragraph four of the definition of homeless in 24 CFR 578.3. The CoC collaborates with DV service providers to serve this vulnerable population to accomplish the following goals:

1. Promote a community-wide commitment with the goal of ending homelessness;
2. Provide funding for efforts by nonprofit providers, States, and local governments to quickly re-house homeless individuals, families, persons fleeing domestic violence, and youth while minimizing the trauma and dislocation caused by homelessness; and
3. Promote access to and effective utilization of mainstream programs by homeless individuals and families; and to optimize self-sufficiency among those experiencing homelessness.

Summary

Memorandum of Understanding

The purpose of the Domestic Violence Support System Collaborative – Memorandum of Understanding (DVSSC-MOU) is to create a safe network of care and services for survivors of domestic violence. Collaborative organizations (Partners) include His Daughters House, LightHouse Social Service Centers, Riverside County Coalition for Alternatives to Domestic Violence, SAFE Family Justice Centers, Shelter from the Storm, and Transgender Health and Wellness Center. The Partners desire to enter into the DVSSC-MOU to formalize their commitment to work together to provide trauma-focused services to individuals and families, survivors of domestic violence, and to improve the overall response to domestic violence. The Partners share the common goals of preventing domestic violence and assisting individuals to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness.

The combined services that the Partners agree to provide under the DVSSC-MOU include, but are not limited to, the following:

- A free and confidential prevention and intervention 24-hour hotline
- Crisis counseling
- Safety planning
- Shelter location assistance
- Legal advocacy
- Inter-organizational training (e.g., Domestic Violence 101 and Cultural Sensitivity)
- Case management services
- Provide housing and support services
- Maintain confidentiality of client information

Entering into these MOUs will not only solidify a partnership between the CoC and victim service providers, but will also give the CoC the opportunity to enhance grant applications with federal, state and local funding sources to serve the DV population.

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Reallocation of HUD DV Bonus Funds

Additionally, the department is requesting approval to reallocate funding from the FY 2021 HUD Continuum of Care Program DV Bonus Funds to His Daughters House (HDH). As a subrecipient, HDH will utilize these dollars to provide financial assistance towards rent and provide case management services to help victims of domestic violence regain permanent housing. This action is necessary to expand capacity and help the Riverside County Continuum of Care expend 100% of the \$2,084,563 award it received to administer the program. The other subrecipients of this award include Lighthouse Social Service Centers and Transgender Health and Wellness Center. All three providers serve across the county.

On March 14, 2022, the U.S. Department of Housing and Urban Development (HUD) announced the FY 2021 Continuum of Care (CoC) Program Awards. The County of Riverside Continuum of Care was awarded \$13,763,437 to support 24 rapid rehousing and permanent supportive housing projects: twelve (12) renewals and twelve (12) new projects. While all project applications and amounts were included in the FY 2021 CoC Program Priority Listing approved by The County of Riverside Continuum of Care Board of Governance (BoG) on October 26, 2021, the \$2,084,563 application for the 2021 County of Riverside DV Bonus RRH project included three qualified organizations: Alternatives to Domestic Violence (ADV), Queer Works (QW), and Transgender Health and Wellness Center (THWC), to support much needed rental assistance and supportive services to 100 victims of domestic violence and their families.

On April 21, 2022, the BoG approved the \$2,084,563 allocation award of the 2021 County of Riverside Domestic Violence Bonus Rapid Re-Housing projects: Alternatives to Domestic Violence \$1,250,737, Queer Works \$416,913, and Transgender Health and Wellness Center \$416,913. On August 18, 2022, the BoG approved reallocation of \$1,250,737 from Alternatives to Domestic Violence to Lighthouse Social Service Centers.

On September 6, 2023, the BoG approved the \$185,000 reallocation award from Transgender Health and Wellness (THW) to His Daughter's House (HDH) for the period of performance from September 1, 2023 through January 31, 2024. HWS staff meets with THW each month to provide technical assistance and monitor project performance and have determined that approximately \$185,000 is projected to remain unspent by the end of the performance period of January 31, 2024. His Daughters House has experience operating HUD CoC Programs, and specifically, DV funds, and has demonstrated capacity to absorb these funds.

Impact on Citizens and Businesses

Through the CoC, the County of Riverside and its subrecipients continue improving the lives of men, women and children experiencing homelessness through the direct housing and service programs.

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Contract History and Price Reasonableness

Riverside County's CoC planning process began in 1996, when the County submitted its first successful application to HUD on behalf of the CoC for funding to house and provide supportive services to the homeless population. The CoC has grown each year and provides an intensive countywide process to identify homeless needs, identify gaps in services, seek new providers in areas that are underserved, enhance collaboration among agencies, provide capacity building assistance to newer agencies and coordinate Federal, State, and local efforts. The County of Riverside, as the HUD Grantee, partners with government and non-profit organizations through a contract to provide housing and supportive services to individuals and families experiencing homelessness within Riverside County.

Attachments:

- Attachment A - HWSCoC-MOU-0000005 Shelter from the Storm
- Attachment B - HWSCoC-MOU-0000006 Riverside County Coalition for Alternatives to Domestic Violence
- Attachment C - HWSCoC-MOU-0000007 SAFE Family Justice Center
- Attachment D - HWSCoC-MOU-0000008 LightHouse Social Service Centers
- Attachment E - HWSCoC-MOU-0000009 Transgender Health and Wellness Center
- Attachment F - HWSCoC-MOU-0000011 His Daughter's House
- Attachment G - HWSCOC-0004917 His Daughter's House Subrecipient Agreement


Brianna Lontajo, Principal Management Analyst 9/27/2023


Aaron Gettis, Deputy County Counsel 9/20/2023

**County of Riverside
Department of Housing and Workforce Solutions
(as Administrative Entity on Behalf of the County of Riverside CoC)
3403 Tenth Street, Suite 300
Riverside, CA 92501**

and

Shelter from the Storm, Inc.

Domestic Violence Support System Collaborative

MEMORANDUM OF UNDERSTANDING: HWSCoC-MOU-0000005



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.



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Schedule A – Scope of Services

List of Attachments

Attachment I – PII Privacy and Security Standards

Attachment II – Assurance of Compliance

Attachment III – HMIS Participating Agency Agreement

Attachment IV – Authorization for Sharing Your Personally Identifiable Information for the Domestic Violence Support System Collaborative

This Memorandum of Understanding, HWSCoC-MOU-0000005, (herein referred to as "MOU") is made and entered into this ____ day of _____, 2023, by and between Shelter from the Storm, Inc., a California nonprofit corporation, and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing and Workforce Solutions (herein referred to as "COUNTY"), collectively referred to as "Parties" and individually as "Party".

WHEREAS, on April 21, 2020, the Riverside County's Board of Supervisors designated the Department of Housing and Workforce Solutions, as the Continuum of Care ("CoC") Administrative Entity and Collaborative Agent, to apply for HUD funds and partner with government and non-profit organizations to provide housing and supportive services to individuals and families experiencing homelessness within Riverside County, and

WHEREAS, Coordinated Entry is a process developed to ensure individuals experiencing a housing crisis and in need of services have fair and equal access to the community's housing and homeless assistance resources and are quickly identified, assessed for, and connected to flexible housing and service options; and

WHEREAS, victim service providers play an integral part in their community's housing and homeless response system by providing permanent housing, including rapid rehousing, shelter, transitional housing, advocacy, and supportive services for partners in the community's coordinated entry progress. Therefore, it is critical that these providers be included as full partners in the community's coordinated entry process, and

WHEREAS, Housing and Workforce Solutions, hereinafter referred to as HWS, desires to enter into a Domestic Violence Support System Collaborative - Memorandum of Understanding with Shelter from the Storm, Inc. to provide the service(s) as described in Section A.4; and,

WHEREAS, Shelter from the Storm is qualified to provide the services as described in Section A.4; and,

WHEREAS, HWS desires Shelter from the Storm, Inc. to perform these services in accordance with the terms and conditions (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of the Parties; and,

NOW, THEREFORE, HWS and Shelter from the Storm, Inc. do hereby covenant and agree that the Parties shall provide said services in accordance with the terms and conditions contained herein of this MOU.

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 202 HUD CoC Program.
- B. "ADV" refers to the Riverside County Coalition for Alternative to Domestic Violence.
- C. "CES" refers to the Riverside County Coordinated Entry System that serves to prioritize Homeless individuals according to the longest length of homelessness and greatest service needs.

- D. "CES Lead Agency" refers to the County of Riverside's Coordinated Entry Agency responsible for facilitating the coordination and management resources and services through Riverside County's crisis response system.
- E. "Continuum of Care Program" or "CoC Program" refers to the HUD program designed to promote communitywide commitment to the goal of ending homelessness and provide funding for efforts by homeless service providers.
- F. "COUNTY" or "HWS" refers to the County of Riverside and its Department of Housing and Workforce Solutions, which has administrative responsibility for this MOU. HWS and COUNTY are used interchangeably in this MOU.
- G. "Domestic Violence" or "DV" refers to abuse committed against an adult or minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has a child or is having or has had a dating or engagement relationship. Domestic Violence may also be referred to as "Intimate Partner Violence". For purposes of this subdivision, "cohabitant means two unrelated adult persons living together for a substantial period of time, resulting in some permanency of relationship". Factors that may determine whether persons are cohabitating include, but are not limited to:
 - (1) Sexual relations between the parties while sharing the same living quarters;
 - (2) Sharing of income or expenses;
 - (3) Joint use or ownership of property;
 - (4) Whether the parties hold themselves out as husband and wife;
 - (5) The continuity of the relationship; and/or
 - (6) The length of the relationship.
- H. "HMIS" refers to the Riverside County Homeless Management Information System.
- I. "HUD" refers to the United States Department of Housing and Urban Development.
- J. "HUD DV Bonus Recipients" refers to His Daughters House, LightHouse Social Service Centers, and Transgender Health and Wellness Center.
- K. "LHSSC" refers to LightHouse Social Service Centers.
- L. "MOU" refers to Memorandum of Understanding.
- M. "Participant(s)" refers to individuals who utilize supportive housing services, including referral services or individuals who are residents or former residents of the housing project.
- N. "PARTNER" refers to Shelter from the Storm, Inc., including their employees, agents, representatives, subcontractors and suppliers.
- O. "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 or occupancy in the housing. Permanent Housing includes Permanent Supportive Housing.

- P. "Rapid Re-Housing" means 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.
- Q. "SAFE FJC" refers to the SAFE Family Justice Centers.
- R. "SFTS" and "PARTNER" refers to Shelter from the Storm, Inc., including their employees, agents, representatives, subcontractors and suppliers. SFTS and Partner are used interchangeably in this MOU.
- S. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the PARTNER with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this MOU.
- T. "THWC" refers to Transgender Health and Wellness Center.
- U. "VI-SPADT" refers to the Vulnerability Service Prioritization Decision Assistance Tool.
- V. "VSP" refers to the Victim Service Providers that are non-profit, community-based organizations which have a primary area of focus for the provision of services to individuals who are survivors of domestic violence and their children and is comprised of Shelter from the Storm, Inc., Riverside County Coalition for Alternative to Domestic Violence, and SAFE Family Justice Centers.

2. DESCRIPTION OF SERVICES

- a. PARTNER shall provide all services as stated in Schedule A, Scope of Services, and Attachment I – PII Privacy and Security Standards, Attachment II – Assurance of Compliance, Attachment III – HMIS Participating Agency Agreement, and Attachment IV – Authorization for Sharing Your Personally Identifiable Information for the Domestic Violence Support System Collaborative, all of which are attached hereto and incorporated herein.

3. PERIOD OF PERFORMANCE

This MOU shall be effective on the date the parties sign the agreement ("Effective Date") and shall continue for a period of two years following the effective date, unless terminated earlier. If the parties sign the MOU on more than one date, then the last date the MOU is signed by a party shall be the Effective Date. PARTNER shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. This period of performance may be changed with written approval from HWS.

4. COMPENSATION

There is no exchange of funds between COUNTY and PARTNER for the implementation and/or program services contained within this MOU.

5. TERMINATION

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

- B. COUNTY may, upon five (5) calendar days written notice, terminate this MOU for PARTNER's default, if PARTNER refuses or fails to comply with the terms of this MOU, or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.
- C. After receipt of the notice of termination, PARTNER shall:
 - (1) Stop all work under this MOU on the date specified in the notice of termination; and
 - (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the MOU had been completed or continued, would be required to be furnished to COUNTY.
- D. PARTNER's rights under this MOU shall terminate upon dishonest or willful and material breach of this MOU by PARTNER; or in the event of PARTNER's unwillingness or inability, for any reason whatsoever, to perform the terms of this MOU.
- E. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this MOU.

6. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this MOU must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any term of this MOU shall not be construed as making any changes to the terms of this MOU and does not prevent COUNTY from enforcing the terms of this MOU.

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

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

8. CONDUCT OF PARTNER/ CONFLICT OF INTEREST

- A. PARTNER covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with PARTNER's performance under this MOU. PARTNER further covenants that no person or subcontractors having any such interest shall be employed or retained by PARTNER under this MOU. PARTNER agrees to inform the COUNTY of all PARTNER's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.
- B. PARTNER shall not, under any circumstances which could be perceived as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom PARTNER is doing business or proposing to do business, in fulfilling this MOU.

9. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this MOU, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting performance through any combination of on-site visits, inspections, evaluations, and PARTNER self-monitoring. PARTNER shall cooperate with any inspector or COUNTY representative reviewing compliance with this MOU and permit access to all necessary locations, equipment, materials, or other requested items.
- B. PARTNER shall maintain auditable books, records, documents, and other evidence relating to costs and expenses for this MOU. PARTNER shall maintain these records for at least three (3) years after final payment has been made or until pending COUNTY, state, and federal audits are completed, whichever is later.
- C. Any authorized COUNTY, state or the federal representative shall have access to all books, documents, papers, electronic data and other records determined necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.
- D. If PARTNER disagrees with an audit, PARTNER may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. PARTNER shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. PARTNER shall establish sufficient procedures to self-monitor the quality of services/products under this MOU and shall permit COUNTY or other inspector to assess and evaluate PARTNER's performance at any time, upon reasonable notice to the PARTNER.

10. CONFIDENTIALITY

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

- D. PARTNER shall promptly transmit to COUNTY all third-party requests for disclosure of confidential information. PARTNER shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this MOU or as authorized in writing in advance by COUNTY.
- E. All services provided by PARTNER shall be kept confidential except in the following circumstance:
 - a. If the client wants information shared with VSPs, HUD DV Bonus recipients, and/or local law enforcement, VSPs and HUD DV Bonus recipients will obtain informed consent for release of information. When releases of information are required, they will be written, informed, and reasonably time limited.
 - b. VSPs and HUD DV Bonus recipients are committed to maintaining the privacy of client's information, consistent with the law, especially with respect to matters pertaining to domestic violence and sexual violence. The Family Educational Rights and Privacy Act (FERPA) requires that VSPs and HUD DV Bonus recipients do not provide access to or disclose personally identifiable information (PII).
 - c. Clients have the right to refuse to participate in having their personal information shared with VSPs, HUD DV Bonus recipients, and/or local law enforcement. Partner is prohibited from denying assistance and/or services if the client refuses to permit the Partner to share their information with other providers and/or local law enforcement.

11. PERSONALLY IDENTIFIABLE INFORMATION

- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and PARTNER may collect PII for such purposes, to the extent such activities are authorized by law.
- B. PARTNER may use or disclose PII only to perform functions, activities or services in accordance with this MOU, or as required by law. Any other use or disclosure of PII requires the express approval in writing by COUNTY. PARTNER shall not duplicate, disseminate or disclose PII except as allowed in this MOU.
- C. PARTNER agrees to the PII Privacy and Security Standards attached as Attachment I. When applicable, PARTNER shall incorporate the relevant provisions of Attachment I into each subcontract or sub-award to subcontractors.

12. HOLD HARMLESS/INDEMNIFICATION

PARTNER agrees to indemnify and hold harmless COUNTY, its departments, agencies, and districts (including their officers, employees and agents) (collectively "COUNTY Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of PARTNER (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury or death. PARTNER shall, at its sole expense and cost, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend COUNTY Indemnitees in any such claim or action. PARTNER shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim

or action so long as that does not compromise PARTNER's indemnification obligation. PARTNER's obligation hereunder shall be satisfied when PARTNER has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this MOU shall in no way limit or circumscribe PARTNER's obligations to indemnify and hold COUNTY harmless.

13. INSURANCE

- A. Without limiting or diminishing PARTNER's obligation to indemnify or hold COUNTY harmless, PARTNER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this MOU. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
- C. PARTNER's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this MOU. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, PARTNER's carriers shall either;
- 1) reduce or eliminate such self-insured retention as respects to this MOU with COUNTY, or
 - 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. PARTNER shall cause PARTNER's insurance carrier(s) to furnish the COUNTY with either
- 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or
 - 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this MOU shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. PARTNER shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

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

14. WORKER'S COMPENSATION

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

15. VEHICLE LIABILITY

If vehicles or mobile equipment are used in the performance of the obligations under this MOU, then PARTNER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this MOU or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as Additional Insured.

16. COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of PARTNER's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this MOU or be no less than two (2) times the occurrence limit.

17. PROFESSIONAL LIABILITY

If, at any time during the duration of this MOU and any renewal or extension thereof, the PARTNER, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services

for which it is the usual and customary practice to maintain Professional Liability Insurance, the PARTNER shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this MOU, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If PARTNER's Professional Liability Insurance is written on a claim made basis rather than an occurrence basis, such insurance shall continue through the term of this MOU. Upon termination of this MOU or the expiration or cancellation of the claims made, insurance policy PARTNER shall purchase at his sole expense either: 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this MOU; or, 3) demonstrate through Certificates of Insurance that PARTNER has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this MOU.

18. INDEPENDENT PARTNER

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

19. USE BY POLITICAL ENTITIES

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

20. LICENSES AND PERMITS

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

21. NO DEBARMENT OR SUSPENSION

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

has not within a three- year period preceding this MOU had one or more public transactions (federal, state or local) terminated for cause or default.

22. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

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

23. LEAD BASED PAINT

If applicable, PARTNER shall comply with the requirements, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4821-4846) and implementing regulations issued pursuant thereto (24 CFR Part 35).

24. EMPLOYMENT PRACTICES

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

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

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

D. By signing this MOU, PARTNER shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Department of Labor regulations (41 CFR Chapter 60).

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

25. PERSONNEL

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

1. All staff who work full or part-time positions by title, including volunteer positions;
2. A brief description of the functions of each position and hours each position worked; and

3. The professional degree, if applicable, and experience required for each position.

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

C. Background Checks

PARTNER shall conduct criminal background record checks on all individuals providing services under this MOU. Prior to these individuals providing services to Participants, PARTNER shall have received a criminal background record check from the State of California Department of Justice (DOJ). A signed certification of such criminal background record check and, as appropriate, a signed justification and clearance from PARTNER or Designee demonstrating fitness to perform duties shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.

26. LOBBYING

- A. PARTNER shall ensure no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with such federal contract, grant, loan, or cooperative agreement, PARTNER shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. PARTNER shall require that the language of this certification be included in the award document for sub-awards at all tiers, including Subcontracts, sub-grants, contracts under grants, loans, cooperative agreements, and all sub-recipients shall certify and disclose accordingly.

27. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including a copy of the adverse action in the notice. The parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this MOU that minimizes the

adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this MOU by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

28. SUBCONTRACTS

A. PARTNER shall not enter into any Subcontract with any subcontractors who:

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

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

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

D. Nothing contained in this MOU shall create a contractual relationship between any subcontractors or supplier of PARTNER and COUNTY.

29. ASSIGNMENT

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

30. FORCE MAJEURE

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

31. GOVERNING LAW

This MOU shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this MOU shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.

32. 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 COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. PARTNER 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.

33. ADMINISTRATIVE/CONTRACT LIAISON

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

34. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

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

B. Participant Complaints

PARTNER shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from COUNTY of a complaint with respect to any alleged discrimination in the provision of services by PARTNER's personnel.

Civil Rights Complaints should be referred to:

Program Manager
 Riverside County Department of Housing and Workforce
 Solutions
 3403 Tenth Street, Suite 300
 Riverside, CA 92501

C. Services, Benefits and Facilities

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

benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

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

D. Cultural Competency

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

35. NOTICES

All agreement issues, invoices, financial documents, notices, 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 Tenth Street, Suite 300
Riverside, CA 92501

SFTS:

Shelter from the Storm, Inc.
73-550 Alessandro Dr., Suite 103
Palm Desert, CA 92260

36. 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 agreement.

37. 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 signatures of the parties included in this MOU 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. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. 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.

38. **MODIFICATION OF TERMS**

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

39. **ENTIRE MOU**

This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

Authorized Signature for Housing and Workforce Solutions	Authorized Signature for Shelter from the Storm, Inc.
Printed Name of Person Signing: Heidi Marshall	Printed Name of Person Signing: Angelina Coe
Title: Director, HWS	Title: Executive Director
Address: 3403 Tenth Street, Suite 300 Riverside, CA 92501	Address: 73-550 Alessandro Dr., Suite 103 Palm Desert, CA 92260
Date Signed:	Date Signed:

Schedule A
Scope of Services

A.1 GENERAL REQUIREMENTS

PARTNER shall:

- a. Be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. PARTNER shall also provide Participant linkages to other sources of support. PARTNER shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- b. PARTNER shall operate the Project in accordance with the provisions of subtitle C of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11381-11389) and the Continuum of Care Program rule found in 24 CFR part 578).
- c. PARTNER must participate in the CoC Program Coordinated Entry System (CES). The CES is a part of the Riverside County CoC's cohesive and integrated housing crisis response system with our existing programs, bringing them together into a "no-wrong-door" system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals.
 1. Participation is defined by CES training attendance, complying with Riverside County CES Policies and Procedures, data collection, valid user agreements, and entering required client data on a regular and timely basis.
<https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>
 2. PARTNER shall work with the CES Lead Agency to ensure that screening, assessment and referral of program participants are consistent with the CES Policies and Procedures which is located on the County of Riverside CoC website:
<https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/HMIS%20-%20CES%20Account%20Request%20Process.doc>
- d. PARTNER agrees to work with the CES Lead Agency and coordinate delivery of services to support inquiries received through the CES HomeConnect Hotline and by name list.
- e. PARTNER agrees to participate in the CES HomeConnect Navigation Council Review Meetings facilitated by the CES Lead Agency.
- f. PARTNER shall use 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.
- g. PARTNER agrees to provide HUD access to CES data collected and entered into the PARTNER's HMIS, upon request, and to participate in any statewide data initiative as directed by HUD, including, but not limited to, a statewide data integration environment.
- h. PARTNER agrees to participate in the Homeless Management Information System (HMIS).
 1. Participation is defined by HMIS as training attendance, complying with Riverside County HMIS security policies and procedures, and entering required Participant data

on a regular and timely basis.

2. COUNTY retains the rights to the HMIS and case management software application used for the operation of this property. COUNTY will grant PARTNER access to use the HMIS software for the term of this Agreement.
 3. PARTNER shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside Continuum of Care HMIS Charter, which is located on the County of Riverside CoC website: <https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>
 4. PARTNER must maintain a valid HMIS End User Agreement on file with COUNTY, a copy of which is attached hereto and incorporated herein as Attachment III, and is also located on the following website: [https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%200%20Revised%209-10-2020%20\(1\).pdf](https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%200%20Revised%209-10-2020%20(1).pdf)
 5. PARTNER must refer to the HWS Administrative Handbook for HUD Funded Programs for further HMIS recordkeeping requirements.
- i. PARTNER certifies that:
1. PARTNER will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 2. The address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project;
 3. PARTNER will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 4. In the case of projects that provide housing or services to families, PARTNER will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 5. The PARTNER, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 6. PARTNER will provide information, such as data and reports, as required by HUD.
- j. **RECORDKEEPING AND REPORTING**
PARTNER shall comply with the recordkeeping and reporting requirements found in the HWS Administrative Handbook for HUD Continuum of Care Funded Programs.

A.2 COUNTY/HWS ROLES

- A. Assign a qualified staff member to serve as a liaison and primary point of contact between COUNTY and PARTNER.
- B. Coordinate with VSPs and HUD DV Bonus recipients to provide guidance on HUD Continuum of Care Program rules and regulations.
- C. As needed, facilitate and coordinate calls to offer technical assistance and case conference special cases.
- D. Work alongside the CES Lead Agency and other housing providers to identify alternate housing as needed.
- E. Provide guidance and aid in launching the inaugural DV project to the HUD DV BONUS RECIPIENTS.

A.3 VSPs Roles:

- A. Assign a qualified staff member to serve as the liaison between PARTNER and COUNTY.
- B. Provide Domestic Violence 101 and cultural sensitivity training and other tools (e.g., Safety Planning, Triage and Screening Forms, and other Prioritization tools) to LHSSC and THWC.
- C. Accept referrals from the HUD Continuum of Care Program homeless assistance providers who receive HUD CoC funding to provide rapid rehousing assistance to victims of domestic violence: LHSSC and THWC.
- D. Provide domestic violence and victim related services accessibly.
- E. Maintain a 24-hour domestic violence hotline (with the exception of SAFE FJC).
- F. Provide confidential crisis intervention, counseling, information and referral, and legal advocacy.
- G. Deliver ongoing victim services case management services to ensure referrals have information on reporting options, restraining order filing and follow up, including how to file a complaint and how to report a crime to local law enforcement.
- H. Meet regularly with LHSSC and THWC to share information about the needs of victims, trends in domestic violence and/or stalking services provided, additional services that are needed by clients.
- I. Assist LHSSC with the development and provision of prevention and training to staff.

A.4 HUD DV BONUS RECIPIENTS' RESPONSIBILITIES

- A. Assign a qualified staff member to serve as the liaison between PARTNER and COUNTY.
- B. Have designated staff participate in Domestic Violence 101 and cultural sensitivity training.
- C. Receive referrals for rapid rehousing assistance directly from VSPs and refer eligible individuals

and families to housing using the CES.

- D. Coordinate with CES Lead Agency to accept referrals in order of prioritization.
- E. Collaborate with VSPs on prevention approaches and activities.
- F. Provide housing and supportive services to families and ensure all households are referred for mainstream benefits to support them in their transition.

A.5 CES LEAD AGENCY RESPONSIBILITIES

- A. Maintain a confidential by-name list of individuals in need of immediate and interim housing to VSPs for temporary housing.
- B. Refer and facilitate placement of individuals in need of immediate and interim housing to VSPs for temporary housing.
- C. Coordinate with HUD DV Bonus recipients to ensure households in need of permanent housing assistance are referred to the HUD Continuum of Care Domestic Violence Bonus Program.
- D. Provide training to VSPs to allow them to utilize the VI-SPADT, screen clients, and provide referrals to limit the trauma of the participants.

ATTACHMENT I
PII Privacy and Security Standards

I. PHYSICAL SECURITY

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

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

II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented

in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

- C. Minimum Necessary. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. Mobile Device and Removable Media. All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. Antivirus Software. All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. Patch Management.
 - 1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 - 2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
 - 3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 - 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. User IDs and Password Controls.
 - 1. All users must be issued a unique user name for accessing PII.
 - 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
 - 3. Passwords are not to be shared.
 - 4. Passwords must be at least eight (8) characters.
 - 5. Passwords must be a non-dictionary word.
 - 6. Passwords must not be stored in readable format on the computer or server.
 - 7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
 - 8. Passwords must be changed if revealed or compromised.
 - 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters (!, @, #, etc.)
- H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.

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

III. AUDIT CONTROLS

- A. System Security Review.
 - 1. The Partner must ensure audit control mechanisms are in place.
 - 2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
 - 3. Reviews should include vulnerability scanning tools.
- B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.

- C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

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

V. PAPER DOCUMENT CONTROLS

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

routine business purposes or with express written permission of the County.

G. Faxing.

1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. Mailing.

1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the Partner obtains prior written permission from the County to use another method.

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this MOU, the Partner agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

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

Breaches should be referred to:

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

ATTACHMENT II
Assurance of Compliance

**ASSURANCE OF COMPLIANCE WITH THE RIVERSIDE COUNTY
HOUSING AND WORKFORCE SOLUTIONS DEPARTMENT
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**
Shelter from the Storm, Inc.
ORGANIZATIONS

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 MOU.

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

SFTS's Authorized Signature

73-550 Alessandro Dr., Suite 103
Palm Desert, CA 92260

Address of Vendor/Recipient
(08/13/01)
CR50-Vendor Assurance of Compliance

ATTACHMENT III
 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 Torno		
_____	_____	_____
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.



**Authorization for Sharing Your Personally Identifiable Information for the
Domestic Violence Support System Collaborative**

Client Name:

Date of Birth:

The County of Riverside (“County”) is asking for your authorization to allow sharing of your Personally Identifiable Information (“PII”). If you agree, your information will be shared with (to and from) the County and the following types of organizations to help coordinate your resources and housing assistance.

- Case Management
- Social Services Support
- Confidential Prevention and Intervention Services
- 24-Hour Hotline Support
- Crisis Counseling
- Safety Planning
- Assistance with Locating a Shelter
- Rapid ReHousing Assistance
- Provide Advocacy

Sharing information makes it easier to see if you are eligible for resources. It also allows you to get services and take part in programs run by the County and other organizations in Riverside County. This includes homeless service providers, housing groups, healthcare providers, and any other appropriate service providers.

Signing this Authorization Form (“Form”) is your choice. No matter what you choose, it will not change your ability to receive services, housing, or advocacy.

By signing this Form, you are authorizing your information to be shared with (to and from) the County and the types of organizations shown above. It will be used to see if you are eligible for other resources, help link you to them, and help coordinate between them to better serve you.

If you do not sign this Form, you can still receive services, housing assistance, or advocacy. Not signing may keep you from being able to fully take part in certain programs within the County for coordinating your care.



How will sharing benefit me?

If you allow your information to be shared, those serving you will be able to:

- Identify and connect you to programs, services, or resources that could benefit you and/or your dependents.
- Better coordinate your care.
- Improve your quality of services.
- Conduct other program work within the County.

How will it be shared?

Your information will be shared through the electronic database called the County of Riverside Continuum of Care Homeless Management Information System (“HMIS”). The HMIS securely records information about clients accessing housing services within Riverside County.

Who will be sharing my information?

Your information will be shared with (to and from) the County and the types of organizations shown above. Organizations may include the people who staff County referral or advice call lines. They may also include the organization(s) involved in your care now, in the past, and in the future. A list of current organizations will be printed for you. It can also be accessed at <https://rivcohhpws.org/coc-homeless-management-information-system#2392643287-1060250865>.

The person or organization with whom your information has been shared may be able to use or disclose your information without being subject to privacy law.

Can I find out who my information is shared with?

You have the right to request a list of the organizations that have accessed your information using this Form.

What will be shared?

Information will be shared about programs and services you received in the past, get now, and in the future. This includes data about:

- Housing, human, and legal needs
- PII



- Self-reported medical history (including physical disability, developmental disability, chronic health condition, HIV/AIDS, mental health problem, or substance abuse)
- Domestic violence

What is still shared if I don't sign?

You are still eligible to receive services, housing assistance, or advocacy. Not signing may keep you from being able to fully take part in certain programs within the County for coordinating your care.

Can I limit what gets shared?

You may limit sharing of mental health treatment and HIV test results information in the special permissions section.

If I sign, can I change my mind later?

You have the right to change your mind about sharing and revoke this authorization at any time. This Form is valid until the date that you cancel or change it in writing.

- To cancel or make a change, talk with your case manager. You can complete a new Form to reflect the change(s). Any changes will take effect as of the date the new Form is signed.
- Any data or information shared before that time cannot be recalled.



Required Section: We need your special permission to share information about mental health treatment and HIV test results.

If you give permission, your mental health treatment and HIV test result information will be share with (to and from) the County and the types of organizations list above to help coordinate your care, resources, and human services. Even if these do not apply to your today, giving permission can help make sure your information can be shared in the future if needed.

Mental Health Treatment

I give permission to share information about my past, present, and future mental health treatment.

Yes No

HIV Test Results

I give permission to share information about my past, present and future HIV test results.

Yes No

By signing this Form, I agree that:

- I have read this Form or a Riverside County Representative or Domestic Violence Partner has read it to me.
- I understand it.
- I give authorization for my information to be shared as described above.
- This authorization will remain in effect for a period of 1 year, or until I change or revoke my authorization in writing. I can do this by contacting my case manager.

Client Signature

Date

If signed by a person other than the client, please write that person's relationship to the client:

Relationship to Client

Personal Representative's Name

Revocation of Information Sharing Authorization

Client Name:

Date of Birth:

I wish to revoke my authorization (please send to your case manager)

Signature of Client of Client's Legal Representative:

Date:

If signed by Client's Legal Representative, state relationship and authority to do so:

**County of Riverside
Department of Housing and Workforce Solutions
(as Administrative Entity on Behalf of the County of Riverside CoC)
3403 Tenth Street, Suite 300
Riverside, CA 92501**

and

Riverside County Coalition for Alternatives to Domestic Violence

Domestic Violence Support System Collaborative

MEMORANDUM OF UNDERSTANDING: HWSCoC-MOU-0000006



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.



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Attachment II – Assurance of Compliance

Attachment III – HMIS Participating Agency Agreement

Attachment IV – Authorization for Sharing Your Personally Identifiable Information for the Domestic Violence Support System Collaborative

This Memorandum of Understanding, HWSCoC-MOU-0000006, (herein referred to as "MOU") is made and entered into this ____ day of _____, 2023, by and between County Coalition for Alternatives to Domestic Violence, a California nonprofit corporation, (herein referred to as "PARTNER"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing and Workforce Solutions (herein referred to as "COUNTY"), collectively referred to as "Parties" and individually as "Party".

WHEREAS, on April 21, 2020, the Riverside County's Board of Supervisors designated the Department of Housing and Workforce Solutions, as the Continuum of Care ("CoC") Administrative Entity and Collaborative Agent, to apply for HUD funds and partner with government and non-profit organizations to provide housing and supportive services to individuals and families experiencing homelessness within Riverside County; and

WHEREAS, Coordinated Entry is a process developed to ensure individuals experiencing a housing crisis and in need of services have fair and equal access to the community's housing and homeless assistance resources and are quickly identified, assessed for, and connected to flexible housing and service options; and,

WHEREAS, victim service providers play an integral part in their community's housing and homeless response system by providing permanent housing, including rapid rehousing, shelter, transitional housing, advocacy, and supportive services for partners in the community's coordinated entry progress. Therefore, it is critical that these providers be included as full partners in the community's coordinated entry process, and

WHEREAS, Housing and Workforce Solutions, hereinafter referred to as HWS, desires to enter into a Domestic Violence Support System Collaborative – Memorandum of Understanding with Riverside County Coalition for Alternatives to Domestic Violence to provide the services as described in Section A.4; and,

WHEREAS, HWS desires the Riverside County Coalition for Alternatives to Domestic Violence (ADV) to perform these services in accordance with the terms and conditions (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of the Parties; and,

NOW, THEREFORE, HWS and ADV do hereby covenant and agree that the Parties shall provide said services in accordance with the terms and conditions contained herein of this MOU.

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 202 HUD CoC Program.
- B. "ADV" and "PARTNER" refer to Riverside County Coalition for Alternatives to Domestic Violence, including their employees, agents, representatives, subcontractors and suppliers. ADV and PARTNER are used interchangeably in this MOU.
- C. "CES" refers to the Riverside County Coordinated Entry System that serves to prioritize Homeless individuals according to the longest length of homelessness and greatest service needs.

- D. "CES Lead Agency" refers to the County of Riverside's Coordinated Entry Agency responsible for facilitating the coordination and management resources and services through Riverside County's crisis response system.
- E. "Continuum of Care Program" or "CoC Program" refers to the HUD program designed to promote communitywide commitment to the goal of ending homelessness and provide funding for efforts by homeless service providers.
- F. "COUNTY" or "HWS" refers to the County of Riverside and its Department of Housing and Workforce Solutions, which has administrative responsibility for this MOU. HWS and COUNTY are used interchangeably in this MOU.
- G. "Domestic Violence" or "DV" refers to abuse committed against an adult or minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has a child or is having or has had a dating or engagement relationship. Domestic Violence may also be referred to as "Intimate Partner Violence". For purposes of this subdivision, "cohabitant means two unrelated adult persons living together for a substantial period of time, resulting in some permanency of relationship". Factors that may determine whether persons are cohabitating include, but are not limited to:
 - (1) Sexual relations between the parties while sharing the same living quarters;
 - (2) Sharing of income or expenses;
 - (3) Joint use or ownership of property;
 - (4) Whether the parties hold themselves out as husband and wife;
 - (5) The continuity of the relationship; and/or
 - (6) The length of the relationship.
- H. "HMIS" refers to the Riverside County Homeless Management Information System.
- I. "HUD" refers to the United States Department of Housing and Urban Development.
- J. "HUD DV Bonus Recipients" refers to His Daughters House, LightHouse Social Service Centers, and Transgender Health and Wellness Center.
- K. "LHSSC" refers to LightHouse Social Service Centers.
- L. "MOU" refers to Memorandum of Understanding.
- M. "Participant(s)" refers to individuals who utilize supportive housing services, including referral services or individuals who are residents or former residents of the housing project.
- N. "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 or occupancy in the housing. Permanent Housing includes Permanent Supportive Housing.

- O. "Rapid Re-Housing" means 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.
- P. "SAFE FJC" refers to the SAFE Family Justice Centers.
- Q. "SFTS" refers to Shelter from the Storm, Inc.
- R. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the PARTNER with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this MOU.
- S. "THWC" refers to Transgender Health and Wellness Center.
- T. "VI-SPADT" refers to the Vulnerability Service Prioritization Decision Assistance Tool.
- U. "VSP" refers to the Victim Service Providers that are non-profit, community-based organizations which have a primary area of focus for the provision of services to individuals who are survivors of domestic violence and their children and is comprised of Shelter from the Storm, Inc., Riverside County Coalition for Alternative to Domestic Violence, and SAFE Family Justice Centers.

2. DESCRIPTION OF SERVICES

- a. PARTNER shall provide all services as stated in Schedule A, Scope of Services, and Attachment I – PII Privacy and Security Standards, Attachment II – Assurance of Compliance, Attachment III –HMIS Participating Agency Agreement, and Attachment IV – Authorization for Sharing Your Personally Identifiable Information for the Domestic Violence Support System Collaborative, all of which are attached hereto and incorporated herein.

3. PERIOD OF PERFORMANCE

This MOU shall be effective on the date the parties sign the agreement ("Effective Date") and shall continue for a period of two years following the effective date, unless terminated earlier. If the parties sign the MOU on more than one date, then the last date the MOU is signed by a party shall be the Effective Date. PARTNER shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. This period of performance may be changed with written approval from HWS.

4. COMPENSATION

There is no exchange of funds between COUNTY and PARTNER for the implementation and/or program services contained within this MOU.

5. TERMINATION

- A. COUNTY may terminate this MOU without cause upon giving thirty (30) calendar days written notice served on PARTNER stating the extent and effective date of termination.
- B. COUNTY may, upon five (5) calendar days written notice, terminate this MOU for PARTNER's default, if PARTNER refuses or fails to comply with the terms of this MOU, or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, COUNTY may proceed with the work in any

manner deemed proper by COUNTY.

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

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

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

D. PARTNER's rights under this MOU shall terminate upon dishonest or willful and material breach of this MOU by PARTNER ; or in the event of PARTNER's unwillingness or inability, for any reason whatsoever, to perform the terms of this MOU.

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

6. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this MOU must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any term of this MOU shall not be construed as making any changes to the terms of this MOU and does not prevent COUNTY from enforcing the terms of this MOU.

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

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

8. CONDUCT OF PARTNER / CONFLICT OF INTEREST

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

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

9. RECORDS, INSPECTIONS, AND AUDITS

A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this MOU, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting performance through any combination of on-site visits, inspections,

evaluations, and PARTNER self-monitoring. PARTNER shall cooperate with any inspector or COUNTY representative reviewing compliance with this MOU and permit access to all necessary locations, equipment, materials, or other requested items.

- B. PARTNER shall maintain auditable books, records, documents, and other evidence relating to costs and expenses for this MOU. PARTNER shall maintain these records for at least three (3) years after final payment has been made or until pending COUNTY, state, and federal audits are completed, whichever is later.
- C. Any authorized COUNTY, state or the federal representative shall have access to all books, documents, papers, electronic data and other records determined necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.
- D. If PARTNER disagrees with an audit, PARTNER may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. PARTNER shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. PARTNER shall establish sufficient procedures to self-monitor the quality of services/products under this MOU and shall permit COUNTY or other inspector to assess and evaluate PARTNER's performance at any time, upon reasonable notice to the PARTNER.

10. CONFIDENTIALITY

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

in writing in advance by COUNTY.

- E. All services provided by PARTNER shall be kept confidential except in the following circumstance:
 - a. If the client wants information shared with VSPs, HUD DV Bonus recipients, and/or local law enforcement, VSPs and HUD DV Bonus recipients will obtain informed consent for release of information. When releases of information are required, they will be written, informed, and reasonably time limited.
 - b. VSPs and HUD DV Bonus recipients are committed to maintaining the privacy of client's information, consistent with the law, especially with respect to matters pertaining to domestic violence and sexual violence. The Family Educational Rights and Privacy Act (FERPA) requires that VSPs and HUD DV Bonus recipients do not provide access to or disclose personally identifiable information (PII).
 - c. Clients have the right to refuse to participate in having their personal information shared with VSPs, HUD DV Bonus recipients, and/or local law enforcement. Partner is prohibited from denying assistance and/or services if the client refuses to permit the Partner to share their information with other providers and/or local law enforcement.

11. PERSONALLY IDENTIFIABLE INFORMATION

- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and PARTNER may collect PII for such purposes, to the extent such activities are authorized by law.
- B. PARTNER may use or disclose PII only to perform functions, activities or services in accordance with this MOU, or as required by law. Any other use or disclosure of PII requires the express approval in writing by COUNTY. PARTNER shall not duplicate, disseminate or disclose PII except as allowed in this MOU.
- C. PARTNER agrees to the PII Privacy and Security Standards attached as Attachment I. When applicable, PARTNER shall incorporate the relevant provisions of Attachment I into each subcontract or sub-award to subcontractors.

12. HOLD HARMLESS/INDEMNIFICATION

PARTNER agrees to indemnify and hold harmless COUNTY, its departments, agencies, and districts (including their officers, employees and agents) (collectively "COUNTY Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of PARTNER (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury or death. PARTNER shall, at its sole expense and cost, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend COUNTY Indemnitees in any such claim or action. PARTNER shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise PARTNER's indemnification obligation. PARTNER's obligation hereunder shall be satisfied when PARTNER has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim

made. The insurance requirements stated in this MOU shall in no way limit or circumscribe PARTNER's obligations to indemnify and hold COUNTY harmless.

13. INSURANCE

- A. Without limiting or diminishing PARTNER's obligation to indemnify or hold COUNTY harmless, PARTNER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this MOU. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
- C. PARTNER's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this MOU. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, PARTNER's carriers shall either:
 - 1) reduce or eliminate such self-insured retention as respects to this MOU with COUNTY,
 - or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. PARTNER shall cause PARTNER's insurance carrier(s) to furnish the COUNTY with either
 - 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or
 - 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this MOU shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. PARTNER shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- E. It is understood and agreed to by the parties hereto that PARTNER's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

- F. If, during the term of this MOU or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this MOU, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this MOU and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the PARTNER has become inadequate.
- G. PARTNER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this MOU.
- H. The insurance requirements contained in this MOU may be met with a program of self-insurance acceptable to COUNTY.
- I. PARTNER agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this MOU.

14. WORKER'S COMPENSATION

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

15. VEHICLE LIABILITY

If vehicles or mobile equipment are used in the performance of the obligations under this MOU, then PARTNER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this MOU or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as Additional Insured.

16. COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of PARTNER's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this MOU or be no less than two (2) times the occurrence limit.

17. PROFESSIONAL LIABILITY

If, at any time during the duration of this MOU and any renewal or extension thereof, the PARTNER, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the PARTNER shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this MOU, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If PARTNER's

Professional Liability Insurance is written on a claim made basis rather than an occurrence basis, such insurance shall continue through the term of this MOU. Upon termination of this MOU or the expiration or cancellation of the claims made, insurance policy PARTNER shall purchase at his sole expense either: 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this MOU; or, 3) demonstrate through Certificates of Insurance that PARTNER has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this MOU.

18. INDEPENDENT PARTNER

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

19. USE BY POLITICAL ENTITIES

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

20. LICENSES AND PERMITS

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

21. NO DEBARMENT OR SUSPENSION

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

22. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

A. PARTNER shall comply with all applicable federal, state, and local laws as well as all rules,

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

23. LEAD BASED PAINT

If applicable, PARTNER shall comply with the requirements, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4821-4846) and implementing regulations issued pursuant thereto (24 CFR Part 35).

24. EMPLOYMENT PRACTICES

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

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

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

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

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

25. PERSONNEL

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

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

B. COUNTY has the sole discretion to approve or not approve any person on the PARTNER's list that has been convicted of any crimes involving sex, drugs or violence, or

who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult Participants. COUNTY shall notify PARTNER in writing of any person not approved, but to protect Participant confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, PARTNER shall immediately remove that person from providing services under this MOU.

C. Background Checks

PARTNER shall conduct criminal background record checks on all individuals providing services under this MOU. Prior to these individuals providing services to Participants, SUBRECIPIENT shall have received a criminal background record check from the State of California Department of Justice (DOJ). A signed certification of such criminal background record check and, as appropriate, a signed justification and clearance from PARTNER or Designee demonstrating fitness to perform duties shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.

26. LOBBYING

- A. PARTNER shall ensure no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with such federal contract, grant, loan, or cooperative agreement, PARTNER shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. PARTNER shall require that the language of this certification be included in the award document for sub-awards at all tiers, including Subcontracts, sub-grants, contracts under grants, loans, cooperative agreements, and all sub-recipients shall certify and disclose accordingly.

27. ADVERSE GOVERNMENT ACTION

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

28. SUBCONTRACTS

A. PARTNER shall not enter into any Subcontract with any subcontractors who:

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

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

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

D. Nothing contained in this MOU shall create a contractual relationship between any subcontractors or supplier of PARTNER and COUNTY.

29. ASSIGNMENT

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

30. FORCE MAJEURE

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

31. GOVERNING LAW

This MOU shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this MOU shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.

32. 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 COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly

erroneous as necessarily to imply bad faith. PARTNER 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.

33. ADMINISTRATIVE/CONTRACT LIAISON

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

34. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

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

B. Participant Complaints

PARTNER shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from COUNTY of a complaint with respect to any alleged discrimination in the provision of services by PARTNER's personnel.

Civil Rights Complaints should be referred to:

Program Manager
 Riverside County Department of Housing and Workforce
 Solutions
 3403 Tenth Street, Suite 300
 Riverside, CA 92501

C. Services, Benefits and Facilities

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

- 1) Denying a Participant any service or benefit or availability of a facility.

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

D. Cultural Competency

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

35. NOTICES

All agreement issues, invoices, financial documents, notices, 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 Tenth Street, Suite 300
Riverside, CA 92501

ADV:

Riverside County Coalition for Alternatives to Domestic Violence
1005 N. State Street
Hemet, CA 92543

36. 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 agreement.

37. 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 signatures of the parties included in this MOU 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. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. 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.

38. **MODIFICATION OF TERMS**

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

39. **ENTIRE MOU**

This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

Authorized Signature for Housing and Workforce Solutions	Authorized Signature for Riverside County Coalition for Alternatives to Domestic Violence
Printed Name of Person Signing: Heidi Marshall	Printed Name of Person Signing: Garry Ann Brown
Title: Director, HWS	Title: Executive Director
Address: 3403 Tenth Street, Suite 300 Riverside, CA 92501	Address: 1005 N. State Street Hemet, CA 92543
Date Signed:	Date Signed:

A.1 GENERAL REQUIREMENTS

PARTNER shall:

- a. Be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. PARTNER shall also provide Participant linkages to other sources of support. PARTNER shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- b. PARTNER shall operate the Project in accordance with the provisions of subtitle C of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11381-11389) and the Continuum of Care Program rule found in 24 CFR part 578).
- c. PARTNER must participate in the CoC Program Coordinated Entry System (CES). The CES is a part of the Riverside County CoC's cohesive and integrated housing crisis response system with our existing programs, bringing them together into a "no-wrong-door" system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals.
 1. Participation is defined by CES training attendance, complying with Riverside County CES Policies and Procedures, data collection, valid user agreements, and entering required client data on a regular and timely basis.
<https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>
 2. PARTNER shall work with the CES Lead Agency to ensure that screening, assessment and referral of program participants are consistent with the CES Policies and Procedures which is located on the County of Riverside CoC website:
<https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/HMIS%20-%20CES%20Account%20Request%20Process.doc>
- d. PARTNER agree to work with the CES Lead Agency and coordinate delivery of services to support inquiries received through the CES HomeConnect Hotline and by name list.
- e. PARTNER agree to participate in the CES HomeConnect Navigation Council Review Meetings facilitated by the CES Lead Agency.
- f. PARTNER shall use 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.
- g. PARTNER agree to provide HUD access to CES data collected and entered into the PARTNER's HMIS, upon request, and to participate in any statewide data initiative as directed by HUD, including, but not limited to, a statewide data integration environment.
- h. PARTNER agree to participate in the Homeless Management Information System (HMIS).
 1. Participation is defined by HMIS as training attendance, complying with Riverside County HMIS security policies and procedures, and entering required Participant data

on a regular and timely basis.

2. COUNTY retains the rights to the HMIS and case management software application used for the operation of this property. COUNTY will grant PARTNER access to use the HMIS software for the term of this Agreement.
 3. PARTNER shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside Continuum of Care HMIS Charter, which is located on the County of Riverside CoC website: <https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>
 4. PARTNER must maintain a valid HMIS End User Agreement on file with the COUNTY, which is located on the County of Riverside CoC website: [https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%200%20Revised%209-10-2020%20\(1\).pdf](https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%200%20Revised%209-10-2020%20(1).pdf)
 5. PARTNER must refer to the HWS Administrative Handbook for HUD Funded Programs for further HMIS recordkeeping requirements.
- i. PARTNER certify that:
1. PARTNER will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 2. The address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project;
 3. PARTNER will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 4. In the case of projects that provide housing or services to families, PARTNER will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 5. The PARTNER, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 6. PARTNER will provide information, such as data and reports, as required by HUD.
- j. **RECORDKEEPING AND REPORTING**
PARTNER shall comply with the recordkeeping and reporting requirements found in the HWS Administrative Handbook for HUD Continuum of Care Funded Programs.

A.2 COUNTY/HWS ROLES

- A. Assign a qualified staff member to serve as a liaison and primary point of contact between COUNTY and PARTNER.
- B. Coordinate with VSPs and HUD DV Bonus recipients to provide guidance on HUD Continuum of Care Program rules and regulations.
- C. As needed, facilitate and coordinate calls to offer technical assistance and case conference special cases.
- D. Work alongside the CES Lead Agency and other housing providers to identify alternate housing as needed.
- E. Provide guidance and aid in launching the inaugural DV project to the HUD DV BONUS RECIPIENTS.

A.3 VSPs Roles:

- A. Assign a qualified staff member to serve as the liaison between PARTNER and COUNTY.
- B. Provide Domestic Violence 101 and cultural sensitivity training and other tools (e.g., Safety Planning, Triage and Screening Forms, and other Prioritization tools) to LHSSC and THWC.
- C. Accept referrals from the HUD Continuum of Care Program homeless assistance providers who receive HUD CoC funding to provide rapid rehousing assistance to victims of domestic violence: LHSSC and THWC.
- D. Provide domestic violence and victim related services accessibly.
- E. Maintain a 24-hour domestic violence hotline (with the exception of SAFE FJC).
- F. Provide confidential crisis intervention, counseling, information and referral, and legal advocacy.
- G. Deliver ongoing victim services case management services to ensure referrals have information on reporting options, restraining order filing and follow up, including how to file a complaint and how to report a crime to local law enforcement.
- H. Meet regularly with LHSSC and THWC to share information about the needs of victims, trends in domestic violence and/or stalking services provided, additional services that are needed by clients.
- I. Assist LHSSC with the development and provision of prevention and training to staff.

A.4 HUD DV BONUS RECIPIENTS' RESPONSIBILITIES

- A. Assign a qualified staff member to serve as the liaison between PARTNER and COUNTY.
- B. Have designated staff participate in Domestic Violence 101 and cultural sensitivity training.
- C. Receive referrals for rapid rehousing assistance directly from VSPs and refer eligible individuals

and families to housing using the CES.

- D. Coordinate with CES Lead Agency to accept referrals in order of prioritization.
- E. Collaborate with VSPs on prevention approaches and activities.
- F. Provide housing and supportive services to families and ensure all households are referred for mainstream benefits to support them in their transition.

A.5 CES LEAD AGENCY RESPONSIBILITIES

- A. Maintain a confidential by-name list of individuals in need of immediate and interim housing to VSPs for temporary housing.
- B. Refer and facilitate placement of individuals in need of immediate and interim housing to VSPs for temporary housing.
- C. Coordinate with HUD DV Bonus recipients to ensure households in need of permanent housing assistance are referred to the HUD Continuum of Care Domestic Violence Bonus Program.
- D. Provide training to VSPs to allow them to utilize the VI-SPADT, screen clients, and provide referrals to limit the trauma of the participants.

I. PHYSICAL SECURITY

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

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

II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented

in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

- C. Minimum Necessary. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. Mobile Device and Removable Media. All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. Antivirus Software. All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. Patch Management.
 - 1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 - 2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
 - 3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 - 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. User IDs and Password Controls.
 - 1. All users must be issued a unique user name for accessing PII.
 - 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
 - 3. Passwords are not to be shared.
 - 4. Passwords must be at least eight (8) characters.
 - 5. Passwords must be a non-dictionary word.
 - 6. Passwords must not be stored in readable format on the computer or server.
 - 7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
 - 8. Passwords must be changed if revealed or compromised.
 - 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters (!, @, #, etc.)
- H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.

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

III. AUDIT CONTROLS

- A. System Security Review.
 - 1. The PARTNER must ensure audit control mechanisms are in place.
 - 2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
 - 3. Reviews should include vulnerability scanning tools.
- B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.

- C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

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

V. PAPER DOCUMENT CONTROLS

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

routine business purposes or with express written permission of the County.

G. Faxing.

1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. Mailing.

1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the PARTNER obtains prior written permission from the County to use another method.

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this MOU, the PARTNER agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

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

Breaches should be referred to:

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

**ASSURANCE OF COMPLIANCE WITH THE RIVERSIDE COUNTY
HOUSING AND WORKFORCE SOLUTIONS DEPARTMENT
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**
Riverside County Coalition for Alternatives to Domestic Violence
ORGANIZATIONS

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 MOU.

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
1005 N. State Street
Hemet, CA 92543

ADV's Authorized Signature

Address of Vendor/Recipient

(08/13/01)
CR50-Vendor Assurance of Compliance



**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 Torno		
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.



Authorization for Sharing Your Personally Identifiable Information for the Domestic Violence Support System Collaborative

Client Name:

Date of Birth:

The County of Riverside (“County”) is asking for your authorization to allow sharing of your Personally Identifiable Information (“PII”). If you agree, your information will be shared with (to and from) the County and the following types of organizations to help coordinate your resources and housing assistance.

- Case Management
- Social Services Support
- Confidential Prevention and Intervention Services
- 24-Hour Hotline Support
- Crisis Counseling
- Safety Planning
- Assistance with Locating a Shelter
- Rapid ReHousing Assistance
- Provide Advocacy

Sharing information makes it easier to see if you are eligible for resources. It also allows you to get services and take part in programs run by the County and other organizations in Riverside County. This includes homeless service providers, housing groups, healthcare providers, and any other appropriate service providers.

Signing this Authorization Form (“Form”) is your choice. No matter what you choose, it will not change your ability to receive services, housing, or advocacy.

By signing this Form, you are authorizing your information to be shared with (to and from) the County and the types of organizations shown above. It will be used to see if you are eligible for other resources, help link you to them, and help coordinate between them to better serve you.

If you do not sign this Form, you can still receive services, housing assistance, or advocacy. Not signing may keep you from being able to fully take part in certain programs within the County for coordinating your care.



How will sharing benefit me?

If you allow your information to be shared, those serving you will be able to:

- Identify and connect you to programs, services, or resources that could benefit you and/or your dependents.
- Better coordinate your care.
- Improve your quality of services.
- Conduct other program work within the County.

How will it be shared?

Your information will be shared through the electronic database called the County of Riverside Continuum of Care Homeless Management Information System ("HMIS"). The HMIS securely records information about clients accessing housing services within Riverside County.

Who will be sharing my information?

Your information will be shared with (to and from) the County and the types of organizations shown above. Organizations may include the people who staff County referral or advice call lines. They may also include the organization(s) involved in your care now, in the past, and in the future. A list of current organizations will be printed for you. It can also be accessed at <https://rivcohhpws.org/coc-homeless-management-information-system#2392643287-1060250865>.

The person or organization with whom your information has been shared may be able to use or disclose your information without being subject to privacy law.

Can I find out who my information is shared with?

You have the right to request a list of the organizations that have accessed your information using this Form.

What will be shared?

Information will be shared about programs and services you received in the past, get now, and in the future. This includes data about:

- Housing, human, and legal needs
- PII



- Self-reported medical history (including physical disability, developmental disability, chronic health condition, HIV/AIDS, mental health problem, or substance abuse)
- Domestic violence

What is still shared if I don't sign?

You are still eligible to receive services, housing assistance, or advocacy. Not signing may keep you from being able to fully take part in certain programs within the County for coordinating your care.

Can I limit what gets shared?

You may limit sharing of mental health treatment and HIV test results information in the special permissions section.

If I sign, can I change my mind later?

You have the right to change your mind about sharing and revoke this authorization at any time. This Form is valid until the date that you cancel or change it in writing.

- To cancel or make a change, talk with your case manager. You can complete a new Form to reflect the change(s). Any changes will take effect as of the date the new Form is signed.
- Any data or information shared before that time cannot be recalled.



Required Section: We need your special permission to share information about mental health treatment and HIV test results.

If you give permission, your mental health treatment and HIV test result information will be share with (to and from) the County and the types of organizations list above to help coordinate your care, resources, and human services. Even if these do not apply to your today, giving permission can help make sure your information can be shared in the future if needed.

Mental Health Treatment

I give permission to share information about my past, present, and future mental health treatment.

Yes No

HIV Test Results

I give permission to share information about my past, present and future HIV test results.

Yes No

By signing this Form, I agree that:

- I have read this Form or a Riverside County Representative or Domestic Violence Partner has read it to me.
- I understand it.
- I give authorization for my information to be shared as described above.
- This authorization will remain in effect for a period of 1 year, or until I change or revoke my authorization in writing. I can do this by contacting my case manager.

Client Signature

Date

If signed by a person other than the client, please write that person's relationship to the client:

Relationship to Client

Personal Representative's Name

Revocation of Information Sharing Authorization

Client Name:

Date of Birth:

I wish to revoke my authorization (please send to your case manager)

Signature of Client of Client's Legal Representative:

Date:

If signed by Client's Legal Representative, state relationship and authority to do so:

**County of Riverside
Department of Housing and Workforce Solutions
(as Administrative Entity on Behalf of the County of Riverside CoC)
3403 Tenth Street, Suite 300
Riverside, CA 92501**

and

SAFE Family Justice Centers

Domestic Violence Support System Collaborative

MEMORANDUM OF UNDERSTANDING: HWSCoC-MOU-000007



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.



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Attachment IV – Authorization for Sharing Your Personally Identifiable Information for the Domestic Violence Support System Collaborative

This Memorandum of Understanding HWSCoC-MOU-0000007, (herein referred to as "MOU") is made and entered into this ____ day of _____, 2023, by and between SAFE Family Justice Centers, a California nonprofit corporation, (herein referred to as "PARTNER"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing and Workforce Solutions (herein referred to as "COUNTY"), collectively referred to as "Parties" and individually as "Party".

WHEREAS, on April 21, 2020, the Riverside County's Board of Supervisors designated the Department of Housing and Workforce Solutions, as the Continuum of Care ("CoC") Administrative Entity and Collaborative Agent, to apply for HUD funds and partner with government and non-profit organizations to provide housing and supportive services to individuals and families experiencing homelessness within Riverside County; and

WHEREAS, Coordinated Entry is a process developed to ensure individuals experiencing a housing crisis and in need of services have fair and equal access to the community's housing and homeless assistance resources and are quickly identified, assessed for, and connected to flexible housing and service options; and

WHEREAS, victim service providers play an integral part in their community's housing and homeless response system by providing permanent housing, including rapid rehousing, shelter, transitional housing, advocacy, and supportive services for partners in the community's coordinated entry progress. Therefore, it is critical that these providers be included as full partners in the community's coordinated entry process; and

WHEREAS, Housing and Workforce Solutions, hereinafter referred to as HWS, desires to enter into a Domestic Violence Support System Collaborative - Memorandum of Understanding with SAFE Family Justice Centers to provide the service(s) as described in Section A.4; and,

WHEREAS, SAFE Family Justice Centers is qualified to provide the services as described in Section A.4; and,

WHEREAS, HWS desires SAFE Family Justice Centers (SAFE FJC) to perform these services in accordance with the terms and conditions (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of the Parties; and,

NOW, THEREFORE, HWS and SAFE FJC do hereby covenant and agree that the Parties shall provide said services in accordance with the terms and conditions contained herein of this MOU.

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 202 HUD CoC Program.
- B. "ADV" refers to the Riverside County Coalition for Alternative to Domestic Violence.
- C. "CES" refers to the Riverside County Coordinated Entry System that serves to prioritize Homeless individuals according to the longest length of homelessness and greatest service needs.

- D. "CES Lead Agency" refers to the County of Riverside's Coordinated Entry Agency responsible for facilitating the coordination and management resources and services through Riverside County's crisis response system.
- E. "Continuum of Care Program" or "CoC Program" refers to the HUD program designed to promote communitywide commitment to the goal of ending homelessness and provide funding for efforts by homeless service providers.
- F. "COUNTY" or "HWS" refers to the County of Riverside and its Department of Housing and Workforce Solutions, which has administrative responsibility for this MOU. HWS and COUNTY are used interchangeably in this MOU.
- G. "Domestic Violence" or "DV" refers to abuse committed against an adult or minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has a child or is having or has had a dating or engagement relationship. Domestic Violence may also be referred to as "Intimate Partner Violence". For purposes of this subdivision, "cohabitant means two unrelated adult persons living together for a substantial period of time, resulting in some permanency of relationship". Factors that may determine whether persons are cohabitating include, but are not limited to:
- (1) Sexual relations between the parties while sharing the same living quarters;
 - (2) Sharing of income or expenses;
 - (3) Joint use or ownership of property;
 - (4) Whether the parties hold themselves out as husband and wife;
 - (5) The continuity of the relationship; and/or
 - (6) The length of the relationship.
- H. "HMIS" refers to the Riverside County Homeless Management Information System.
- I. "HUD" refers to the United States Department of Housing and Urban Development.
- J. "HUD DV Bonus Recipients" refers to His Daughters House, LightHouse Social Service Centers, and Transgender Health and Wellness Center.
- K. "LHSSC" refers to LightHouse Social Service Centers.
- L. "MOU" refers to Memorandum of Understanding.
- M. "Participant(s)" refers to individuals who utilize supportive housing services, including referral services or individuals who are residents or former residents of the housing project.
- N. "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 or occupancy in the housing. Permanent Housing includes Permanent Supportive Housing.

- O. "Rapid Re-Housing" means 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.
- P. "SAFE FJC" and "PARTNER" refer to SAFE Family Justice Centers, including their employees, agents, representatives, subcontractors and suppliers. SAFE FJC and PARTNER are used interchangeably in this MOU.
- Q. "SFTS" refers to Shelter from the Storm, Inc.
- R. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the PARTNER with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this MOU.
- S. "THWC" refers to Transgender Health and Wellness Center.
- T. "VI-SPADT" refers to the Vulnerability Service Prioritization Decision Assistance Tool.
- U. "VSP" refers to the Victim Service Providers that are non-profit, community-based organizations which have a primary area of focus for the provision of services to individuals who are survivors of domestic violence and their children and is comprised of Shelter from the Storm, Inc., Riverside County Coalition for Alternative to Domestic Violence, and SAFE Family Justice Centers.

2. DESCRIPTION OF SERVICES

- a. PARTNER shall provide all services as stated in Schedule A, Scope of Services, and Attachment I – PII Privacy and Security Standards, Attachment II – Assurance of Compliance, Attachment III – HMIS Participating Agency Agreement, and Attachment IV – Authorization for Sharing Your Personally Identifiable Information for the Domestic Violence Support System Collaborative, all of which are attached hereto and incorporated herein.

3. PERIOD OF PERFORMANCE

This MOU shall be effective on the date the parties sign the agreement ("Effective Date") and shall continue for a period of two years following the effective date, unless terminated earlier. If the parties sign the MOU on more than one date, then the last date the MOU is signed by a party shall be the Effective Date. PARTNER shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. This period of performance may be changed with written approval from HWS.

4. COMPENSATION

There is no exchange of funds between COUNTY and PARTNER for the implementation and/or program services contained within this MOU.

5. TERMINATION

- A. COUNTY may terminate this MOU without cause upon giving thirty (30) calendar days written notice served on PARTNER stating the extent and effective date of termination.
- B. COUNTY may, upon five (5) calendar days written notice, terminate this MOU for PARTNER's default, if PARTNER refuses or fails to comply with the terms of this MOU, or

fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

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

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

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

D. PARTNER's rights under this MOU shall terminate upon dishonest or willful and material breach of this MOU by PARTNER; or in the event of PARTNER's unwillingness or inability, for any reason whatsoever, to perform the terms of this MOU.

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

6. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this MOU must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any term of this MOU shall not be construed as making any changes to the terms of this MOU and does not prevent COUNTY from enforcing the terms of this MOU.

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

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

8. CONDUCT OF PARTNER/ CONFLICT OF INTEREST

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

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

9. RECORDS, INSPECTIONS, AND AUDITS

A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this MOU, shall be subject to inspection and test by COUNTY or any

other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting performance through any combination of on-site visits, inspections, evaluations, and PARTNER self-monitoring. PARTNER shall cooperate with any inspector or COUNTY representative reviewing compliance with this MOU and permit access to all necessary locations, equipment, materials, or other requested items.

- B. PARTNER shall maintain auditable books, records, documents, and other evidence relating to costs and expenses for this MOU. PARTNER shall maintain these records for at least three (3) years after final payment has been made or until pending COUNTY, state, and federal audits are completed, whichever is later.
- C. Any authorized COUNTY, state or the federal representative shall have access to all books, documents, papers, electronic data and other records determined necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.
- D. If PARTNER disagrees with an audit, PARTNER may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. PARTNER shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. PARTNER shall establish sufficient procedures to self-monitor the quality of services/products under this MOU and shall permit COUNTY or other inspector to assess and evaluate PARTNER's performance at any time, upon reasonable notice to the PARTNER.

10. CONFIDENTIALITY

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

confidential information. PARTNER shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this MOU or as authorized in writing in advance by COUNTY.

- E. All services provided by PARTNER shall be kept confidential except in the following circumstance:
 - a. If the client wants information shared with VSPs, HUD DV Bonus recipients, and/or local law enforcement, VSPs and HUD DV Bonus recipients will obtain informed consent for release of information. When releases of information are required, they will be written, informed, and reasonably time limited.
 - b. VSPs and HUD DV Bonus recipients are committed to maintaining the privacy of client's information, consistent with the law, especially with respect to matters pertaining to domestic violence and sexual violence. The Family Educational Rights and Privacy Act (FERPA) requires that VSPs and HUD DV Bonus recipients do not provide access to or disclose personally identifiable information (PII).
 - c. Clients have the right to refuse to participate in having their personal information shared with VSPs, HUD DV Bonus recipients, and/or local law enforcement. Partner is prohibited from denying assistance and/or services if the client refuses to permit the Partner to share their information with other providers and/or law enforcement.

11. PERSONALLY IDENTIFIABLE INFORMATION

- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and PARTNER may collect PII for such purposes, to the extent such activities are authorized by law.
- B. PARTNER may use or disclose PII only to perform functions, activities or services in accordance with this MOU, or as required by law. Any other use or disclosure of PII requires the express approval in writing by COUNTY. PARTNER shall not duplicate, disseminate or disclose PII except as allowed in this MOU.
- C. PARTNER agrees to the PII Privacy and Security Standards attached as Attachment I. When applicable, PARTNER shall incorporate the relevant provisions of Attachment I into each subcontract or sub-award to subcontractors.

12. HOLD HARMLESS/INDEMNIFICATION

PARTNER agrees to indemnify and hold harmless COUNTY, its departments, agencies, and districts (including their officers, employees and agents) (collectively "COUNTY Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of PARTNER (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury or death. PARTNER shall, at its sole expense and cost, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend COUNTY Indemnitees in any such claim or action. PARTNER shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise PARTNER's indemnification obligation.

PARTNER's obligation hereunder shall be satisfied when PARTNER has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this MOU shall in no way limit or circumscribe PARTNER's obligations to indemnify and hold COUNTY harmless.

13. INSURANCE

- A. Without limiting or diminishing PARTNER's obligation to indemnify or hold COUNTY harmless, PARTNER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this MOU. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
- C. PARTNER's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this MOU. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, PARTNER's carriers shall either;
 - 1) reduce or eliminate such self-insured retention as respects to this MOU with COUNTY, or
 - 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. PARTNER shall cause PARTNER's insurance carrier(s) to furnish the COUNTY with either
 - 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or
 - 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this MOU shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. PARTNER shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- E. It is understood and agreed to by the parties hereto that PARTNER's insurance shall be

construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

- F. If, during the term of this MOU or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this MOU, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this MOU and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the PARTNER has become inadequate.
- G. PARTNER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this MOU.
- H. The insurance requirements contained in this MOU may be met with a program of self-insurance acceptable to COUNTY.
- I. PARTNER agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this MOU.

14. WORKER'S COMPENSATION

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

15. VEHICLE LIABILITY

If vehicles or mobile equipment are used in the performance of the obligations under this MOU, then PARTNER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this MOU or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as Additional Insured.

16. COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of PARTNER's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this MOU or be no less than two (2) times the occurrence limit.

17. PROFESSIONAL LIABILITY

If, at any time during the duration of this MOU and any renewal or extension thereof, the PARTNER, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the

PARTNER shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this MOU, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If PARTNER's Professional Liability Insurance is written on a claim made basis rather than an occurrence basis, such insurance shall continue through the term of this MOU. Upon termination of this MOU or the expiration or cancellation of the claims made, insurance policy PARTNER shall purchase at his sole expense either: 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this MOU; or, 3) demonstrate through Certificates of Insurance that PARTNER has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this MOU.

18. INDEPENDENT PARTNER

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

19. USE BY POLITICAL ENTITIES

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

20. LICENSES AND PERMITS

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

21. NO DEBARMENT OR SUSPENSION

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

(federal, state or local) terminated for cause or default.

22. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

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

23. LEAD BASED PAINT

If applicable, PARTNER shall comply with the requirements, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4821-4846) and implementing regulations issued pursuant thereto (24 CFR Part 35).

24. EMPLOYMENT PRACTICES

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

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

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

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

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

25. PERSONNEL

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

1. All staff who work full or part-time positions by title, including volunteer positions;
2. A brief description of the functions of each position and hours each position worked; and

3. The professional degree, if applicable, and experience required for each position.

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

C. Background Checks

PARTNER shall conduct criminal background record checks on all individuals providing services under this MOU. Prior to these individuals providing services to Participants, SUBRECIPIENT shall have received a criminal background record check from the State of California Department of Justice (DOJ). A signed certification of such criminal background record check and, as appropriate, a signed justification and clearance from PARTNER or Designee demonstrating fitness to perform duties shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.

26. LOBBYING

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

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

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

27. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including a copy of the adverse action in the notice. The parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this MOU that minimizes the

adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this MOU by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

28. SUBCONTRACTS

A. PARTNER shall not enter into any Subcontract with any subcontractors who:

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

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

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

D. Nothing contained in this MOU shall create a contractual relationship between any subcontractors or supplier of PARTNER and COUNTY.

29. ASSIGNMENT

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

30. FORCE MAJEURE

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

31. GOVERNING LAW

This MOU shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this MOU shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.

32. 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 COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. PARTNER 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.

33. ADMINISTRATIVE/ PARTNER LIAISON

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

34. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

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

B. Participant Complaints

PARTNER shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from COUNTY of a complaint with respect to any alleged discrimination in the provision of services by PARTNER's personnel.

Civil Rights Complaints should be referred to:

Program Manager
Riverside County Department of Housing and Workforce
Solutions
3403 Tenth Street, Suite 300
Riverside, CA 92501

C. Services, Benefits and Facilities

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

limited to, the following:

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

D. Cultural Competency

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

35. NOTICES

All agreement issues, invoices, financial documents, notices, 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 Tenth Street, Suite 300
Riverside, CA 92501

SAFE FJC:

Safe Family Justice Centers
3900 Orange St.
Riverside, CA 92501

36. 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 agreement.

37. 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 signatures of the parties included in this MOU 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. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. 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.

38. **MODIFICATION OF TERMS**

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

39. **ENTIRE MOU**

This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

Authorized Signature for Housing and Workforce Solutions	Authorized Signature for SAFE Family Justice Centers
Printed Name of Person Signing: Heidi Marshall	Printed Name of Person Signing: Adriana Moreno
Title: Director, HWS	Title: Chief Executive Officer
Address: 3403 Tenth Street, Suite 300 Riverside, CA 92501	Address: 3900 Orange St. Riverside, CA 92501
Date Signed:	Date Signed:

Schedule A
Scope of Services

A.1 GENERAL REQUIREMENTS

PARTNER shall:

- a. Be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. PARTNER shall also provide Participant linkages to other sources of support. PARTNER shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- b. PARTNER shall operate the Project in accordance with the provisions of subtitle C of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11381-11389) and the Continuum of Care Program rule found in 24 CFR part 578).
- c. PARTNER must participate in the CoC Program Coordinated Entry System (CES). The CES is a part of the Riverside County CoC's cohesive and integrated housing crisis response system with our existing programs, bringing them together into a "no-wrong-door" system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals.
 1. Participation is defined by CES training attendance, complying with Riverside County CES Policies and Procedures, data collection, valid user agreements, and entering required client data on a regular and timely basis.
<https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>
 2. PARTNER shall work with the CES Lead Agency to ensure that screening, assessment and referral of program participants are consistent with the CES Policies and Procedures which is located on the County of Riverside CoC website:
<https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/HMIS%20-%20CES%20Account%20Request%20Process.doc>
- d. PARTNER agree to work with the CES Lead Agency and coordinate delivery of services to support inquiries received through the CES HomeConnect Hotline and by name list.
- e. PARTNER agree to participate in the CES HomeConnect Navigation Council Review Meetings facilitated by the CES Lead Agency.
- f. PARTNER shall use 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.
- g. PARTNER agree to provide HUD access to CES data collected and entered into the PARTNER's HMIS, upon request, and to participate in any statewide data initiative as directed by HUD, including, but not limited to, a statewide data integration environment.
- h. PARTNER agree to participate in the Homeless Management Information System (HMIS).
 1. Participation is defined by HMIS as training attendance, complying with Riverside County HMIS security policies and procedures, and entering required Participant data

on a regular and timely basis.

2. COUNTY retains the rights to the HMIS and case management software application used for the operation of this property. COUNTY will grant PARTNER access to use the HMIS software for the term of this Agreement.
 3. PARTNER shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside Continuum of Care HMIS Charter, which is located on the County of Riverside CoC website: <https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>
 4. PARTNER must maintain a valid HMIS End User Agreement on file with the COUNTY, which is located on the County of Riverside CoC website: [https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%200%20Revised%209-10-2020%20\(1\).pdf](https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%200%20Revised%209-10-2020%20(1).pdf)
 5. PARTNER must refer to the HWS Administrative Handbook for HUD Funded Programs for further HMIS recordkeeping requirements.
- i. PARTNER certify that:
1. PARTNER will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 2. The address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project;
 3. PARTNER will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 4. In the case of projects that provide housing or services to families, PARTNER will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 5. The PARTNER, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 6. PARTNER will provide information, such as data and reports, as required by HUD.
- j. **RECORDKEEPING AND REPORTING**
PARTNER shall comply with the recordkeeping and reporting requirements found in the HWS Administrative Handbook for HUD Continuum of Care Funded Programs.

A.2 COUNTY/HWS ROLES

- A. Assign a qualified staff member to serve as a liaison and primary point of contact between COUNTY and PARTNER.
- B. Coordinate with VSPs and HUD DV Bonus recipients to provide guidance on HUD Continuum of Care Program rules and regulations.
- C. As needed, facilitate and coordinate calls to offer technical assistance and case conference special cases.
- D. Work alongside the CES Lead Agency and other housing providers to identify alternate housing as needed.
- E. Provide guidance and aid in launching the inaugural DV project to the HUD DV BONUS RECIPIENTS.

A.3 VSPs Roles:

- A. Assign a qualified staff member to serve as the liaison between PARTNER and COUNTY.
- B. Provide Domestic Violence 101 and cultural sensitivity training and other tools (e.g., Safety Planning, Triage and Screening Forms, and other Prioritization tools) to LHSSC and THWC.
- C. Accept referrals from the HUD Continuum of Care Program homeless assistance providers who receive HUD CoC funding to provide rapid rehousing assistance to victims of domestic violence: LHSSC and THWC.
- D. Provide domestic violence and victim related services accessibly.
- E. Maintain a 24-hour domestic violence hotline (with the exception of SAFE FJC).
- F. Provide confidential crisis intervention, counseling, information and referral, and legal advocacy.
- G. Deliver ongoing victim services case management services to ensure referrals have information on reporting options, restraining order filing and follow up, including how to file a complaint and how to report a crime to local law enforcement.
- H. Meet regularly with LHSSC and THWC to share information about the needs of victims, trends in domestic violence and/or stalking services provided, additional services that are needed by clients.
- I. Assist LHSSC with the development and provision of prevention and training to staff.

A.4 HUD DV BONUS RECIPIENTS' RESPONSIBILITIES

- A. Assign a qualified staff member to serve as the liaison between PARTNER and COUNTY.
- B. Have designated staff participate in Domestic Violence 101 and cultural sensitivity training.
- C. Receive referrals for rapid rehousing assistance directly from VSPs and refer eligible individuals

and families to housing using the CES.

- D. Coordinate with CES Lead Agency to accept referrals in order of prioritization.
- E. Collaborate with VSPs on prevention approaches and activities.
- F. Provide housing and supportive services to families and ensure all households are referred for mainstream benefits to support them in their transition.

A.5 CES LEAD AGENCY RESPONSIBILITIES

- A. Maintain a confidential by-name list of individuals in need of immediate and interim housing to VSPs for temporary housing.
- B. Refer and facilitate placement of individuals in need of immediate and interim housing to VSPs for temporary housing.
- C. Coordinate with HUD DV Bonus recipients to ensure households in need of permanent housing assistance are referred to the HUD Continuum of Care Domestic Violence Bonus Program.
- D. Provide training to VSPs to allow them to utilize the VI-SPADT, screen clients, and provide referrals to limit the trauma of the participants.

ATTACHMENT I
PII Privacy and Security Standards

I. PHYSICAL SECURITY

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

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

II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented

in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

- C. Minimum Necessary. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. Mobile Device and Removable Media. All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. Antivirus Software. All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. Patch Management.
 - 1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 - 2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
 - 3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 - 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. User IDs and Password Controls.
 - 1. All users must be issued a unique user name for accessing PII.
 - 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
 - 3. Passwords are not to be shared.
 - 4. Passwords must be at least eight (8) characters.
 - 5. Passwords must be a non-dictionary word.
 - 6. Passwords must not be stored in readable format on the computer or server.
 - 7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
 - 8. Passwords must be changed if revealed or compromised.
 - 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters (!, @, #, etc.)
- H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.

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

III. AUDIT CONTROLS

A. System Security Review.

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

B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.

- C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

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

V. PAPER DOCUMENT CONTROLS

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

routine business purposes or with express written permission of the County.

G. Faxing.

1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. Mailing.

1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the PARTNER obtains prior written permission from the County to use another method.

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this MOU, the PARTNER agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

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

Breaches should be referred to:

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

ATTACHMENT II
Assurance of Compliance

**ASSURANCE OF COMPLIANCE WITH THE RIVERSIDE COUNTY
HOUSING AND WORKFORCE SOLUTIONS DEPARTMENT
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**
Shelter from the Storm, Inc.
ORGANIZATIONS

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 MOU.

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

SAFE FJC's Authorized Signature

3900 Orange St.
Riverside, CA 92501

Address of Vendor/Recipient
(08/13/01)
CR50-Vendor Assurance of Compliance

ATTACHMENT III
 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 Torno		
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.



Authorization for Sharing Your Personally Identifiable Information for the Domestic Violence Support System Collaborative

Client Name:

Date of Birth:

The County of Riverside ("County") is asking for your authorization to allow sharing of your Personally Identifiable Information ("PII"). If you agree, your information will be shared with (to and from) the County and the following types of organizations to help coordinate your resources and housing assistance.

- Case Management
- Social Services Support
- Confidential Prevention and Intervention Services
- 24-Hour Hotline Support
- Crisis Counseling
- Safety Planning
- Assistance with Locating a Shelter
- Rapid ReHousing Assistance
- Provide Advocacy

Sharing information makes it easier to see if you are eligible for resources. It also allows you to get services and take part in programs run by the County and other organizations in Riverside County. This includes homeless service providers, housing groups, healthcare providers, and any other appropriate service providers.

Signing this Authorization Form ("Form") is your choice. No matter what you choose, it will not change your ability to receive services, housing, or advocacy.

By signing this Form, you are authorizing your information to be shared with (to and from) the County and the types of organizations shown above. It will be used to see if you are eligible for other resources, help link you to them, and help coordinate between them to better serve you.

If you do not sign this Form, you can still receive services, housing assistance, or advocacy. Not signing may keep you from being able to fully take part in certain programs within the County for coordinating your care.



How will sharing benefit me?

If you allow your information to be shared, those serving you will be able to:

- Identify and connect you to programs, services, or resources that could benefit you and/or your dependents.
- Better coordinate your care.
- Improve your quality of services.
- Conduct other program work within the County.

How will it be shared?

Your information will be shared through the electronic database called the County of Riverside Continuum of Care Homeless Management Information System ("HMIS"). The HMIS securely records information about clients accessing housing services within Riverside County.

Who will be sharing my information?

Your information will be shared with (to and from) the County and the types of organizations shown above. Organizations may include the people who staff County referral or advice call lines. They may also include the organization(s) involved in your care now, in the past, and in the future. A list of current organizations will be printed for you. It can also be accessed at <https://rivcohhpws.org/coc-homeless-management-information-system#2392643287-1060250865>.

The person or organization with whom your information has been shared may be able to use or disclose your information without being subject to privacy law.

Can I find out who my information is shared with?

You have the right to request a list of the organizations that have accessed your information using this Form.

What will be shared?

Information will be shared about programs and services you received in the past, get now, and in the future. This includes data about:

- Housing, human, and legal needs
- PII



- Self-reported medical history (including physical disability, developmental disability, chronic health condition, HIV/AIDS, mental health problem, or substance abuse)
- Domestic violence

What is still shared if I don't sign?

You are still eligible to receive services, housing assistance, or advocacy. Not signing may keep you from being able to fully take part in certain programs within the County for coordinating your care.

Can I limit what gets shared?

You may limit sharing of mental health treatment and HIV test results information in the special permissions section.

If I sign, can I change my mind later?

You have the right to change your mind about sharing and revoke this authorization at any time. This Form is valid until the date that you cancel or change it in writing.

- To cancel or make a change, talk with your case manager. You can complete a new Form to reflect the change(s). Any changes will take effect as of the date the new Form is signed.
- Any data or information shared before that time cannot be recalled.



Required Section: We need your special permission to share information about mental health treatment and HIV test results.

If you give permission, your mental health treatment and HIV test result information will be share with (to and from) the County and the types of organizations list above to help coordinate your care, resources, and human services. Even if these do not apply to your today, giving permission can help make sure your information can be shared in the future if needed.

Mental Health Treatment

I give permission to share information about my past, present, and future mental health treatment.

Yes No

HIV Test Results

I give permission to share information about my past, present and future HIV test results.

Yes No

By signing this Form, I agree that:

- I have read this Form or a Riverside County Representative or Domestic Violence Partner has read it to me.
- I understand it.
- I give authorization for my information to be shared as described above.
- This authorization will remain in effect for a period of 1 year, or until I change or revoke my authorization in writing. I can do this by contacting my case manager.

Client Signature

Date

If signed by a person other than the client, please write that person's relationship to the client:

Relationship to Client

Personal Representative's Name

Revocation of Information Sharing Authorization

Client Name:

Date of Birth:

I wish to revoke my authorization (please send to your case manager)

Signature of Client of Client's Legal Representative:

Date:

If signed by Client's Legal Representative, state relationship and authority to do so:

**County of Riverside
Department of Housing and Workforce Solutions
(as Administrative Entity on Behalf of the County of Riverside CoC)
3403 Tenth Street, Suite 300
Riverside, CA 92501**

and

Lighthouse Social Service Centers

Domestic Violence System Collaborative

MEMORANDUM OF UNDERSTANDING: HWSCoC-MOU-0000008



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.



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Attachment III – HMIS Participating Agency Agreement

Attachment IV – Authorization for Sharing Your Personally Identifiable Information for the Domestic Violence Support System Collaborative

This Memorandum of Understanding, HWSCoC—MOU-0000008, (herein referred to as “MOU”) is made and entered into this ____ day of _____, 2023, by and between LightHouse Social Service Centers, a California nonprofit corporation, (herein referred to as “PARTNER”), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing and Workforce Solutions (herein referred to as “COUNTY”), collectively referred to as “Parties” and individually as “Party”.

WHEREAS, on April 21, 2020, the Riverside County’s Board of Supervisors designated the Department of Housing and Workforce Solutions, as the Continuum of Care (“CoC”) Administrative Entity and Collaborative Agent, to apply for HUD funds and partner with government and non-profit organizations to provide housing and supportive services to individuals and families experiencing homelessness within Riverside County; and

WHEREAS, Coordinated Entry is a process developed to ensure individuals experiencing a housing crisis and in need of services have fair and equal access to the community’s housing and homeless assistance resources and are quickly identifies, assessed for, and connected to flexible housing and services options; and

WHEREAS, victim service providers play an integral part in their community’s housing and homeless response system by providing permanent housing, including rapid rehousing, shelter, transitional housing, advocacy, and supportive services for partners in the community’s coordinated entry progress. Therefore, it is critical that these providers be included as full partners in the community’s coordinated entry process; and

WHEREAS, Housing and Workforce Solutions, hereinafter referred to as HWS, desires to enter into a Domestic Violence Support System Collaborative - Memorandum of Understanding with LightHouse Social Service Centers to provide the services as described in Section A.5; and,

WHEREAS, LightHouse Social Service Centers is qualified to provide the services as described in Section A.5; and,

WHEREAS, HWS desires LightHouse Social Service Centers (LHSSC) to perform these services in accordance with the terms and conditions (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of the Parties; and,

NOW, THEREFORE, HWS and LHSSC do hereby covenant and agree that the Parties shall provide said services in accordance with the terms and conditions contained herein of this MOU.

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 202 HUD CoC Program.
- B. “ADV” refers to the Riverside County Coalition for Alternative to Domestic Violence.
- C. “CES” refers to the Riverside County Coordinated Entry System that serves to prioritize Homeless individuals according to the longest length of homelessness and greatest service needs.

- D. "CES Lead Agency" refers to the County of Riverside's Coordinated Entry Agency responsible for facilitating the coordination and management resources and services through Riverside County's crisis response system.
- E. "Continuum of Care Program" or "CoC Program" refers to the HUD program designed to promote communitywide commitment to the goal of ending homelessness and provide funding for efforts by homeless service providers.
- F. "COUNTY" or "HWS" refers to the County of Riverside and its Department of Housing and Workforce Solutions, which has administrative responsibility for this MOU. HWS and COUNTY are used interchangeably in this MOU.
- G. "Domestic Violence" or "DV" refers to abuse committed against an adult or minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has a child or is having or has had a dating or engagement relationship. Domestic Violence may also be referred to as "Intimate Partner Violence". For purposes of this subdivision, "cohabitant means two unrelated adult persons living together for a substantial period of time, resulting in some permanency of relationship". Factors that may determine whether persons are cohabitating include, but are not limited to:
 - (1) Sexual relations between the parties while sharing the same living quarters;
 - (2) Sharing of income or expenses;
 - (3) Joint use or ownership of property;
 - (4) Whether the parties hold themselves out as husband and wife;
 - (5) The continuity of the relationship; and/or
 - (6) The length of the relationship.
- H. "HMIS" refers to the Riverside County Homeless Management Information System.
- I. "HUD" refers to the United States Department of Housing and Urban Development.
- J. "HUD DV Bonus Recipients" refers to His Daughters House, LightHouse Social Service Centers, and Transgender Health and Wellness Center.
- K. "LHSSC" or "PARTNER" refers to LightHouse Social Services, including their employees, agents, representatives, subcontractors and suppliers. LHSSC and PARTNER are used interchangeably in this MOU.
- L. "MOU" refers to Memorandum of Understanding.
- M. "Participant(s)" refers to individuals who utilize supportive housing services, including referral services or individuals who are residents or former residents of the housing project.
- N. "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 or

occupancy in the housing. Permanent Housing includes Permanent Supportive Housing.

- O. "Rapid Re-Housing" means 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.
- P. "SAFE FJC" refers to the SAFE Family Justice Centers.
- Q. "SFTS" refers to Shelter from the Storm, Inc.
- R. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the PARTNER with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this MOU.
- S. "THWC" refers to Transgender Health and Wellness Center.
- T. "VI-SPADT" refers to the Vulnerability Service Prioritization Decision Assistance Tool.
- U. "VSP" refers to the Victim Service Providers that are non-profit, community-based organizations which have a primary area of focus for the provision of services to individuals who are survivors of domestic violence and their children and is comprised of Shelter from the Storm, Inc., Riverside County Coalition for Alternative to Domestic Violence, and SAFE Family Justice Centers.

2. DESCRIPTION OF SERVICES

- a. PARTNER shall provide all services as stated in Schedule A, Scope of Services, and Attachment I – PII Privacy and Security Standards, Attachment II – Assurance of Compliance, Attachment III – HMIS Participating Agency Agreement, and Attachment IV – Authorization for Sharing Your Personally Identifiable Information for the Domestic Violence Support System Collaborative, all of which are attached hereto and incorporated herein.

3. PERIOD OF PERFORMANCE

This MOU shall be effective on the date the parties sign the agreement ("Effective Date") and shall continue for a period of two years following the effective date, unless terminated earlier. If the parties sign the MOU on more than one date, then the last date the MOU is signed by a party shall be the Effective Date. PARTNER shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. This period of performance may be changed with written approval from HWS.

4. COMPENSATION

There is no exchange of funds between COUNTY and PARTNER for the implementation and/or program services contained within this MOU.

5. TERMINATION

- A. COUNTY may terminate this MOU without cause upon giving thirty (30) calendar days written notice served on PARTNER stating the extent and effective date of termination.
- B. COUNTY may, upon five (5) calendar days written notice, terminate this MOU for PARTNER's default, if PARTNER refuses or fails to comply with the terms of this MOU, or

fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

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

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

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

D. PARTNER's rights under this MOU shall terminate upon dishonest or willful and material breach of this MOU by PARTNER; or in the event of PARTNER's unwillingness or inability, for any reason whatsoever, to perform the terms of this MOU.

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

6. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this MOU must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any term of this MOU shall not be construed as making any changes to the terms of this MOU and does not prevent COUNTY from enforcing the terms of this MOU.

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

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

8. CONDUCT OF PARTNER/ CONFLICT OF INTEREST

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

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

9. RECORDS, INSPECTIONS, AND AUDITS

A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this MOU, shall be subject to inspection and test by COUNTY or any

other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting performance through any combination of on-site visits, inspections, evaluations, and PARTNER self-monitoring. PARTNER shall cooperate with any inspector or COUNTY representative reviewing compliance with this MOU and permit access to all necessary locations, equipment, materials, or other requested items.

- B. PARTNER shall maintain auditable books, records, documents, and other evidence relating to costs and expenses for this MOU. PARTNER shall maintain these records for at least three (3) years after final payment has been made or until pending COUNTY, state, and federal audits are completed, whichever is later.
- C. Any authorized COUNTY, state or the federal representative shall have access to all books, documents, papers, electronic data and other records determined necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.
- D. If PARTNER disagrees with an audit, PARTNER may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. PARTNER shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. PARTNER shall establish sufficient procedures to self-monitor the quality of services/products under this MOU and shall permit COUNTY or other inspector to assess and evaluate PARTNER's performance at any time, upon reasonable notice to the PARTNER.

10. CONFIDENTIALITY

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

confidential information. PARTNER shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this MOU or as authorized in writing in advance by COUNTY.

- E. All services provided by PARTNER shall be kept confidential except in the following circumstance:
 - a. If the client wants information shared with VSPs, HUD DV Bonus recipients, and/or local law enforcement, VSPs and HUD DV Bonus recipients will obtain informed consent for release of information. When releases of information are required, they will be written, informed, and reasonably time limited.
 - b. VSPs and HUD DV Bonus recipients are committed to maintaining the privacy of client's information, consistent with the law, especially with respect to matters pertaining to domestic violence and sexual violence. The Family Educational Rights and Privacy Act (FERPA) requires that VSPs and HUD DV Bonus recipients do not provide access to or disclose personally identifiable information (PII).
 - c. Clients have the right to refuse to participate in having their personal information shared with VSPs, HUD DV Bonus recipients, and/or local law enforcement. Partner is prohibited from denying assistance and/or services if the client refuses to permit the Partner to share their information with other providers and/or local law enforcement.

11. PERSONALLY IDENTIFIABLE INFORMATION

- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and PARTNER may collect PII for such purposes, to the extent such activities are authorized by law.
- B. PARTNER may use or disclose PII only to perform functions, activities or services in accordance with this MOU, or as required by law. Any other use or disclosure of PII requires the express approval in writing by COUNTY. PARTNER shall not duplicate, disseminate or disclose PII except as allowed in this MOU.
- C. PARTNER agrees to the PII Privacy and Security Standards attached as Attachment I. When applicable, PARTNER shall incorporate the relevant provisions of Attachment I into each subcontract or sub-award to subcontractors.

12. HOLD HARMLESS/INDEMNIFICATION

PARTNER agrees to indemnify and hold harmless COUNTY, its departments, agencies, and districts (including their officers, employees and agents) (collectively "COUNTY Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of PARTNER (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury or death. PARTNER shall, at its sole expense and cost, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend COUNTY Indemnitees in any such claim or action. PARTNER shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise PARTNER's indemnification obligation.

PARTNER's obligation hereunder shall be satisfied when PARTNER has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this MOU shall in no way limit or circumscribe PARTNER's obligations to indemnify and hold COUNTY harmless.

13. INSURANCE

- A. Without limiting or diminishing PARTNER's obligation to indemnify or hold COUNTY harmless, PARTNER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this MOU. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
- C. PARTNER's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this MOU. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, PARTNER's carriers shall either;
- 1) reduce or eliminate such self-insured retention as respects to this MOU with COUNTY,
 - or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. PARTNER shall cause PARTNER's insurance carrier(s) to furnish the COUNTY with either
- 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this MOU shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. PARTNER shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- E. It is understood and agreed to by the parties hereto that PARTNER's insurance shall be

construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

- F. If, during the term of this MOU or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this MOU, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this MOU and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the PARTNER has become inadequate.
- G. PARTNER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this MOU.
- H. The insurance requirements contained in this MOU may be met with a program of self-insurance acceptable to COUNTY.
- I. PARTNER agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this MOU.

14. WORKER'S COMPENSATION

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

15. VEHICLE LIABILITY

If vehicles or mobile equipment are used in the performance of the obligations under this MOU, then PARTNER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this MOU or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as Additional Insured.

16. COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of PARTNER's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this MOU or be no less than two (2) times the occurrence limit.

17. PROFESSIONAL LIABILITY

If, at any time during the duration of this MOU and any renewal or extension thereof, the PARTNER, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the

PARTNER shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this MOU, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If PARTNER's Professional Liability Insurance is written on a claim made basis rather than an occurrence basis, such insurance shall continue through the term of this MOU. Upon termination of this MOU or the expiration or cancellation of the claims made, insurance policy PARTNER shall purchase at his sole expense either: 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this MOU; or, 3) demonstrate through Certificates of Insurance that PARTNER has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this MOU.

18. INDEPENDENT PARTNER

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

19. USE BY POLITICAL ENTITIES

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

20. LICENSES AND PERMITS

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

21. NO DEBARMENT OR SUSPENSION

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

(federal, state or local) terminated for cause or default.

22. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

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

23. LEAD BASED PAINT

If applicable, PARTNER shall comply with the requirements, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4821-4846) and implementing regulations issued pursuant thereto (24 CFR Part 35).

24. EMPLOYMENT PRACTICES

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

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

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

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

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

25. PERSONNEL

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

1. All staff who work full or part-time positions by title, including volunteer positions;
2. A brief description of the functions of each position and hours each position worked; and

3. The professional degree, if applicable, and experience required for each position.
- B. COUNTY has the sole discretion to approve or not approve any person on the PARTNER's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult Participants. COUNTY shall notify PARTNER in writing of any person not approved, but to protect Participant confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, PARTNER shall immediately remove that person from providing services under this MOU.
- C. Background Checks
PARTNER shall conduct criminal background record checks on all individuals providing services under this MOU. Prior to these individuals providing services to Participants, SUBRECIPIENT shall have received a criminal background record check from the State of California Department of Justice (DOJ). A signed certification of such criminal background record check and, as appropriate, a signed justification and clearance from PARTNER or Designee demonstrating fitness to perform duties shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.

26. LOBBYING

- A. PARTNER shall ensure no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with such federal contract, grant, loan, or cooperative agreement, PARTNER shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. PARTNER shall require that the language of this certification be included in the award document for sub-awards at all tiers, including Subcontracts, sub-grants, contracts under grants, loans, cooperative agreements, and all sub-recipients shall certify and disclose accordingly.

27. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including a copy of the adverse action in the notice. The parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this MOU that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated

modification concerning the adverse action, then the affected party may terminate this MOU by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

28. SUBCONTRACTS

A. PARTNER shall not enter into any Subcontract with any subcontractors who:

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

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

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

D. Nothing contained in this MOU shall create a contractual relationship between any subcontractors or supplier of PARTNER and COUNTY.

29. ASSIGNMENT

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

30. FORCE MAJEURE

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

31. GOVERNING LAW

This MOU shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this MOU shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.

32. 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 COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. PARTNER 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.

33. ADMINISTRATIVE/CONTRACT LIAISON

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

34. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

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

B. Participant Complaints

PARTNER shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from COUNTY of a complaint with respect to any alleged discrimination in the provision of services by PARTNER 's personnel.

Civil Rights Complaints should be referred to:

Program Manager
 Riverside County Department of Housing and Workforce
 Solutions
 3403 Tenth Street, Suite 300
 Riverside, CA 92501

C. Services, Benefits and Facilities

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

benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

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

D. Cultural Competency

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

35. NOTICES

All agreement issues, invoices, financial documents, notices, 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 Tenth Street, Suite 300
Riverside, CA 92501

LHSSC:

LightHouse Social Service Centers
1003 E. Cooley Dr., #205
Colton, CA 92324

36. 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 agreement.

37. 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 signatures of the parties included in this MOU 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. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. 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.

38. **MODIFICATION OF TERMS**

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

39. **ENTIRE MOU**

This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

Authorized Signature for Housing and Workforce Solutions	Authorized Signature for LightHouse Social Service Centers
Printed Name of Person Signing: Heidi Marshall	Printed Name of Person Signing: Karyn Young-Lowe
Title: Director, HWS	Title: President & CEO
Address: 3403 Tenth Street, Suite 300 Riverside, CA 92501	Address: 1003 E. Cooley Dr., #205 Colton, CA 92324
Date Signed:	Date Signed:

Schedule A
Scope of Services

A.1 GENERAL REQUIREMENTS

PARTNER shall:

- a. Be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. PARTNER shall also provide Participant linkages to other sources of support. PARTNER shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- b. PARTNER shall operate the Project in accordance with the provisions of subtitle C of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11381-11389) and the Continuum of Care Program rule found in 24 CFR part 578).
- c. PARTNER must participate in the CoC Program Coordinated Entry System (CES). The CES is a part of the Riverside County CoC's cohesive and integrated housing crisis response system with our existing programs, bringing them together into a "no-wrong-door" system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals.
 1. Participation is defined by CES training attendance, complying with Riverside County CES Policies and Procedures, data collection, valid user agreements, and entering required client data on a regular and timely basis.
<https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>
 2. PARTNER shall work with the CES Lead Agency to ensure that screening, assessment and referral of program participants are consistent with the CES Policies and Procedures which is located on the County of Riverside CoC website:
<https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/HMIS%20-%20CES%20Account%20Request%20Process.doc>
- d. PARTNER agrees to work with the CES Lead Agency and coordinate delivery of services to support inquiries received through the CES HomeConnect Hotline and by name list.
- e. PARTNER agrees to participate in the CES HomeConnect Navigation Council Review Meetings facilitated by the CES Lead Agency.
- f. PARTNER shall use 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.
- g. PARTNER agrees to provide HUD access to CES data collected and entered into the PARTNER's HMIS, upon request, and to participate in any statewide data initiative as directed by HUD, including, but not limited to, a statewide data integration environment.
- h. PARTNER agree to participate in the Homeless Management Information System (HMIS).
 1. Participation is defined by HMIS as training attendance, complying with Riverside County HMIS security policies and procedures, and entering required Participant data

on a regular and timely basis.

2. COUNTY retains the rights to the HMIS and case management software application used for the operation of this property. COUNTY will grant PARTNER access to use the HMIS software for the term of this Agreement.
 3. PARTNER shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside Continuum of Care HMIS Charter, which is located on the County of Riverside CoC website: <https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>
 4. PARTNER must maintain a valid HMIS End User Agreement on file with the COUNTY, which is located on the County of Riverside CoC website: [https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%200%20Revised%209-10-2020%20\(1\).pdf](https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%200%20Revised%209-10-2020%20(1).pdf)
 5. PARTNER must refer to the HWS Administrative Handbook for HUD Funded Programs for further HMIS recordkeeping requirements.
- i. PARTNER certify that:
1. PARTNER will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 2. The address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project;
 3. PARTNER will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 4. In the case of projects that provide housing or services to families, PARTNER will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 5. The PARTNER, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 6. PARTNER will provide information, such as data and reports, as required by HUD.
- j. **RECORDKEEPING AND REPORTING**
PARTNER shall comply with the recordkeeping and reporting requirements found in the HWS Administrative Handbook for HUD Continuum of Care Funded Programs.

A.2 COUNTY/HWS ROLES

- A. Assign a qualified staff member to serve as a liaison and primary point of contact between COUNTY and PARTNER.
- B. Coordinate with VSPs and HUD DV Bonus recipients to provide guidance on HUD Continuum of Care Program rules and regulations.
- C. As needed, facilitate and coordinate calls to offer technical assistance and case conference special cases.
- D. Work alongside the CES Lead Agency and other housing providers to identify alternate housing as needed.
- E. Provide guidance and aid in launching the inaugural DV project to the HUD DV BONUS RECIPIENTS.

A.3 VSPs Roles:

- A. Assign a qualified staff member to serve as the liaison between PARTNER and COUNTY.
- B. Provide Domestic Violence 101 and cultural sensitivity training and other tools (e.g., Safety Planning, Triage and Screening Forms, and other Prioritization tools) to LHSSC and THWC.
- C. Accept referrals from the HUD Continuum of Care Program homeless assistance providers who receive HUD CoC funding to provide rapid rehousing assistance to victims of domestic violence: LHSSC and THWC.
- D. Provide domestic violence and victim related services accessibly.
- E. Maintain a 24-hour domestic violence hotline (with the exception of SAFE FJC).
- F. Provide confidential crisis intervention, counseling, information and referral, and legal advocacy.
- G. Deliver ongoing victim services case management services to ensure referrals have information on reporting options, restraining order filing and follow up, including how to file a complaint and how to report a crime to local law enforcement.
- H. Meet regularly with LHSSC and THWC to share information about the needs of victims, trends in domestic violence and/or stalking services provided, additional services that are needed by clients.
- I. Assist LHSSC with the development and provision of prevention and training to staff.

A.4 HUD DV BONUS RECIPIENTS' RESPONSIBILITIES

- A. Assign a qualified staff member to serve as the liaison between PARTNER and COUNTY.
- B. Have designated staff participate in Domestic Violence 101 and cultural sensitivity training.
- C. Receive referrals for rapid rehousing assistance directly from VSPs and refer eligible individuals

and families to housing using the CES.

- D. Coordinate with CES Lead Agency to accept referrals in order of prioritization.
- E. Collaborate with VSPs on prevention approaches and activities.
- F. Provide housing and supportive services to families and ensure all households are referred for mainstream benefits to support them in their transition.

A.5 CES LEAD AGENCY RESPONSIBILITIES

- A. Maintain a confidential by-name list of individuals in need of immediate and interim housing to VSPs for temporary housing.
- B. Refer and facilitate placement of individuals in need of immediate and interim housing to VSPs for temporary housing.
- C. Coordinate with HUD DV Bonus recipients to ensure households in need of permanent housing assistance are referred to the HUD Continuum of Care Domestic Violence Bonus Program.
- D. Provide training to VSPs to allow them to utilize the VI-SPADT, screen clients, and provide referrals to limit the trauma of the participants.

ATTACHMENT I
PII Privacy and Security Standards

I. PHYSICAL SECURITY

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

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

II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented

in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

- C. Minimum Necessary. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. Mobile Device and Removable Media. All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. Antivirus Software. All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. Patch Management.
 - 1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 - 2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
 - 3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 - 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. User IDs and Password Controls.
 - 1. All users must be issued a unique user name for accessing PII.
 - 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
 - 3. Passwords are not to be shared.
 - 4. Passwords must be at least eight (8) characters.
 - 5. Passwords must be a non-dictionary word.
 - 6. Passwords must not be stored in readable format on the computer or server.
 - 7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
 - 8. Passwords must be changed if revealed or compromised.
 - 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters (!, @, #, etc.)
- H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.

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

III. AUDIT CONTROLS

- A. System Security Review.
 - 1. The PARTNER must ensure audit control mechanisms are in place.
 - 2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
 - 3. Reviews should include vulnerability scanning tools.
- B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.

- C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

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

V. PAPER DOCUMENT CONTROLS

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

routine business purposes or with express written permission of the County.

G. Faxing.

1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. Mailing.

1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the PARTNER obtains prior written permission from the County to use another method.

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this MOU, the PARTNER agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

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

Breaches should be referred to:

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

ATTACHMENT II
Assurance of Compliance

**ASSURANCE OF COMPLIANCE WITH THE RIVERSIDE COUNTY
HOUSING AND WORKFORCE SOLUTIONS DEPARTMENT
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**
LightHouse Social Service Centers
ORGANIZATIONS

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 MOU.

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
1003 E. Cooley Dr., #205
Colton, CA 92324

LHSSC's Authorized Signature

Address of Vendor/Recipient
(08/13/01)
CR50-Vendor Assurance of Compliance

ATTACHMENT III
 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 Torno		
_____	_____	_____
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.



Authorization for Sharing Your Personally Identifiable Information for the Domestic Violence Support System Collaborative

Client Name:

Date of Birth:

The County of Riverside (“County”) is asking for your authorization to allow sharing of your Personally Identifiable Information (“PII”). If you agree, your information will be shared with (to and from) the County and the following types of organizations to help coordinate your resources and housing assistance.

- Case Management
- Social Services Support
- Confidential Prevention and Intervention Services
- 24-Hour Hotline Support
- Crisis Counseling
- Safety Planning
- Assistance with Locating a Shelter
- Rapid ReHousing Assistance
- Provide Advocacy

Sharing information makes it easier to see if you are eligible for resources. It also allows you to get services and take part in programs run by the County and other organizations in Riverside County. This includes homeless service providers, housing groups, healthcare providers, and any other appropriate service providers.

Signing this Authorization Form (“Form”) is your choice. No matter what you choose, it will not change your ability to receive services, housing, or advocacy.

By signing this Form, you are authorizing your information to be shared with (to and from) the County and the types of organizations shown above. It will be used to see if you are eligible for other resources, help link you to them, and help coordinate between them to better serve you.

If you do not sign this Form, you can still receive services, housing assistance, or advocacy. Not signing may keep you from being able to fully take part in certain programs within the County for coordinating your care.



How will sharing benefit me?

If you allow your information to be shared, those serving you will be able to:

- Identify and connect you to programs, services, or resources that could benefit you and/or your dependents.
- Better coordinate your care.
- Improve your quality of services.
- Conduct other program work within the County.

How will it be shared?

Your information will be shared through the electronic database called the County of Riverside Continuum of Care Homeless Management Information System (“HMIS”). The HMIS securely records information about clients accessing housing services within Riverside County.

Who will be sharing my information?

Your information will be shared with (to and from) the County and the types of organizations shown above. Organizations may include the people who staff County referral or advice call lines. They may also include the organization(s) involved in your care now, in the past, and in the future. A list of current organizations will be printed for you. It can also be accessed at <https://rivcohhpws.org/coc-homeless-management-information-system#2392643287-1060250865>.

The person or organization with whom your information has been shared may be able to use or disclose your information without being subject to privacy law.

Can I find out who my information is shared with?

You have the right to request a list of the organizations that have accessed your information using this Form.

What will be shared?

Information will be shared about programs and services you received in the past, get now, and in the future. This includes data about:

- Housing, human, and legal needs
- PII



- Self-reported medical history (including physical disability, developmental disability, chronic health condition, HIV/AIDS, mental health problem, or substance abuse)
- Domestic violence

What is still shared if I don't sign?

You are still eligible to receive services, housing assistance, or advocacy. Not signing may keep you from being able to fully take part in certain programs within the County for coordinating your care.

Can I limit what gets shared?

You may limit sharing of mental health treatment and HIV test results information in the special permissions section.

If I sign, can I change my mind later?

You have the right to change your mind about sharing and revoke this authorization at any time. This Form is valid until the date that you cancel or change it in writing.

- To cancel or make a change, talk with your case manager. You can complete a new Form to reflect the change(s). Any changes will take effect as of the date the new Form is signed.
- Any data or information shared before that time cannot be recalled.



Required Section: We need your special permission to share information about mental health treatment and HIV test results.

If you give permission, your mental health treatment and HIV test result information will be share with (to and from) the County and the types of organizations list above to help coordinate your care, resources, and human services. Even if these do not apply to your today, giving permission can help make sure your information can be shared in the future if needed.

Mental Health Treatment

I give permission to share information about my past, present, and future mental health treatment.

Yes No

HIV Test Results

I give permission to share information about my past, present and future HIV test results.

Yes No

By signing this Form, I agree that:

- I have read this Form or a Riverside County Representative or Domestic Violence Partner has read it to me.
- I understand it.
- I give authorization for my information to be shared as described above.
- This authorization will remain in effect for a period of 1 year, or until I change or revoke my authorization in writing. I can do this by contacting my case manager.

Client Signature

Date

If signed by a person other than the client, please write that person's relationship to the client:

Relationship to Client

Personal Representative's Name

Revocation of Information Sharing Authorization

Client Name:

Date of Birth:

I wish to revoke my authorization (please send to your case manager)

Signature of Client of Client's Legal Representative:

Date:

If signed by Client's Legal Representative, state relationship and authority to do so:

**County of Riverside
Department of Housing and Workforce Solutions
(as Administrative Entity on Behalf of the County of Riverside CoC)
3403 Tenth Street, Suite 300
Riverside, CA 92501**

and

Transgender Health and Wellness Center

Domestic Violence Support System Collaborative

MEMORANDUM OF UNDERSTANDING: HWSCoC-MOU-0000009



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.



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This Memorandum of Understanding, HWSCoC-MOU-0000009, (herein referred to as "MOU") is made and entered into this ____ day of _____, 2023, by and between Transgender Health and Wellness Center, a California nonprofit corporation (herein referred to as "PARTNER"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing and Workforce Solutions (herein referred to as "COUNTY"), collectively referred to as "Parties" and individually as "Party".

WHEREAS, on April 21, 2020, the Riverside County's Board of Supervisors designated the Department of Housing and Workforce Solutions, as the Continuum of Care ("CoC") Administrative Entity and Collaborative Agent, to apply for HUD funds and partner with government and non-profit organizations to provide housing and supportive services to individuals and families experiencing homelessness within Riverside County; and

WHEREAS, Coordinated Entry is a process developed to ensure individuals experiencing a housing crisis and in need of services have fair and equal access to the community's housing and homeless assistance resources and are quickly identified, assessed for, and connected to flexible housing and service options; and

WHEREAS, victim service providers play an integral part in their community's housing and homeless response system by providing permanent housing, including rapid rehousing, shelter, transitional housing, advocacy, and supportive services for partners in the community's coordinated entry progress. Therefore, it is critical that these providers be included as full partners in the community's coordinated entry process; and

WHEREAS, Housing and Workforce Solutions, hereinafter referred to as HWS, desires to enter into a Domestic Violence Support System Collaborative - Memorandum of Understanding with Transgender Health and Wellness Center to provide HUD DV Bonus recipient services as described in Section A.5; and,

WHEREAS, Transgender Health and Wellness Center are qualified to provide the services as described in Section A.5; and,

WHEREAS, HWS desires Transgender Health and Wellness Center to perform these services in accordance with the terms and conditions (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of the Parties; and,

NOW, THEREFORE, HWS and Transgender Health and Wellness Center do hereby covenant and agree that the Parties shall provide said services in accordance with the terms and conditions contained herein of this MOU.

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 202 HUD CoC Program.
- B. "ADV" refers to the Riverside County Coalition for Alternative to Domestic Violence.
- C. "CES" refers to the Riverside County Coordinated Entry System that serves to prioritize

Homeless individuals according to the longest length of homelessness and greatest service needs.

- D. "CES Lead Agency" refers to the County of Riverside's Coordinated Entry Agency responsible for facilitating the coordination and management resources and services through Riverside County's crisis response system.
- E. "Continuum of Care Program" or "CoC Program" refers to the HUD program designed to promote communitywide commitment to the goal of ending homelessness and provide funding for efforts by homeless service providers.
- F. "PARTNER" refers to Transgender Health and Wellness Center, including their employees, agents, representatives, subcontractors and suppliers.
- G. "COUNTY" or "HWS" refers to the County of Riverside and its Department of Housing and Workforce Solutions, which has administrative responsibility for this MOU. HWS and COUNTY are used interchangeably in this MOU.
- H. "Domestic Violence" or "DV" refers to abuse committed against an adult or minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has a child or is having or has had a dating or engagement relationship. Domestic Violence may also be referred to as "Intimate Partner Violence". For purposes of this subdivision, "cohabitant means two unrelated adult persons living together for a substantial period of time, resulting in some permanency of relationship". Factors that may determine whether persons are cohabitating include, but are not limited to:
 - (1) Sexual relations between the parties while sharing the same living quarters;
 - (2) Sharing of income or expenses;
 - (3) Joint use or ownership of property;
 - (4) Whether the parties hold themselves out as husband and wife;
 - (5) The continuity of the relationship; and/or
 - (6) The length of the relationship.
- I. "HMIS" refers to the Riverside County Homeless Management Information System.
- J. "HUD" refers to the United States Department of Housing and Urban Development.
- K. "HUD DV Bonus Recipients" refers to His Daughters House, LightHouse Social Service Centers, and Transgender Health and Wellness Center.
- L. "LHSSC" refers to LightHouse Social Service Centers.
- M. "MOU" refers to Memorandum of Understanding.
- N. "Participant(s)" refers to individuals who utilize supportive housing services, including referral services or individuals who are residents or former residents of the housing project.

- O. "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 or occupancy in the housing. Permanent Housing includes Permanent Supportive Housing.
- P. "Rapid Re-Housing" means 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.
- Q. "SAFE FJC" refers to the SAFE Family Justice Centers.
- R. "SFTS" refers to Shelter from the Storm, Inc.
- S. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the PARTNER with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this MOU.
- T. "THWC" and "PARTNER" refers to Transgender Health and Wellness Center, including their employees, agents, representatives, subcontractors and suppliers. THWC and PARTNER are used interchangeably in this MOU.
- U. "VI-SPADT" refers to the Vulnerability Service Prioritization Decision Assistance Tool.
- V. "VSP" refers to the Victim Service Providers that are non-profit, community-based organizations which have a primary area of focus for the provision of services to individuals who are survivors of domestic violence and their children and is comprised of Shelter from the Storm, Inc., Riverside County Coalition for Alternative to Domestic Violence, and SAFE Family Justice Centers.

2. DESCRIPTION OF SERVICES

- a. PARTNER shall provide all services as stated in Schedule A, Scope of Services, and Attachment I – PII Privacy and Security Standards, Attachment II – Assurance of Compliance, Attachment III –HMIS Participating Agency Agreement, and Attachment IV – Authorization for Sharing Your Personally Identifiable Information for the Domestic Violence Support System Collaborative, all of which are attached hereto and incorporated herein.

3. PERIOD OF PERFORMANCE

This MOU shall be effective on the date the parties sign the agreement ("Effective Date") and shall continue for a period of two years following the effective date, unless terminated earlier. If the parties sign the MOU on more than one date, then the last date the MOU is signed by a party shall be the Effective Date. PARTNER shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. This period of performance may be changed with written approval from HWS.

4. COMPENSATION

There is no exchange of funds between COUNTY and PARTNER for the implementation and/or program services contained within this MOU.

5. TERMINATION

- A. COUNTY may terminate this MOU without cause upon giving thirty (30) calendar days written notice served on PARTNER stating the extent and effective date of termination.
- B. COUNTY may, upon five (5) calendar days written notice, terminate this MOU for PARTNER's default, if PARTNER refuses or fails to comply with the terms of this MOU, or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.
- C. After receipt of the notice of termination, PARTNER shall:
 - (1) Stop all work under this MOU on the date specified in the notice of termination; and
 - (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the MOU had been completed or continued, would be required to be furnished to COUNTY.
- D. PARTNER's rights under this MOU shall terminate upon dishonest or willful and material breach of this MOU by PARTNER; or in the event of PARTNER's unwillingness or inability, for any reason whatsoever, to perform the terms of this MOU.
- E. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this MOU.

6. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this MOU must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any term of this MOU shall not be construed as making any changes to the terms of this MOU and does not prevent COUNTY from enforcing the terms of this MOU.

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

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

8. CONDUCT OF PARTNER / CONFLICT OF INTEREST

- A. PARTNER covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with PARTNER's performance under this MOU. PARTNER further covenants that no person or subcontractors having any such interest shall be employed or retained by PARTNER under this MOU. PARTNER agrees to inform the COUNTY of all PARTNER's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.
- B. PARTNER shall not, under any circumstances which could be perceived as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom PARTNER is doing business or proposing to

do business, in fulfilling this MOU.

9. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this MOU, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting performance through any combination of on-site visits, inspections, evaluations, and PARTNER self-monitoring. PARTNER shall cooperate with any inspector or COUNTY representative reviewing compliance with this MOU and permit access to all necessary locations, equipment, materials, or other requested items.
- B. PARTNER shall maintain auditable books, records, documents, and other evidence relating to costs and expenses for this MOU. PARTNER shall maintain these records for at least three (3) years after final payment has been made or until pending COUNTY, state, and federal audits are completed, whichever is later.
- C. Any authorized COUNTY, state or the federal representative shall have access to all books, documents, papers, electronic data and other records determined necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.
- D. If PARTNER disagrees with an audit, PARTNER may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. PARTNER shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. PARTNER shall establish sufficient procedures to self-monitor the quality of services/products under this MOU and shall permit COUNTY or other inspector to assess and evaluate PARTNER's performance at any time, upon reasonable notice to the PARTNER.

10. CONFIDENTIALITY

- A. PARTNER shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this MOU ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of PARTNER, subcontractors or suppliers in advance of official announcement. PARTNER shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. PARTNER shall keep all confidential information received from COUNTY in the strictest confidence. PARTNER shall comply with Welfare and Institutions Code (WIC) Section 10850.
- B. PARTNER shall take special precautions, including, but not limited to, sufficient training of PARTNER's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- C. PARTNER shall ensure case records or personal information is kept confidential when it

identifies an individual by name, address, or other specific information. PARTNER shall not use such information for any purpose other than carrying out PARTNER's obligations under this MOU.

- D. PARTNER shall promptly transmit to COUNTY all third-party requests for disclosure of confidential information. PARTNER shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this MOU or as authorized in writing in advance by COUNTY.
- E. All services provided by PARTNER shall be kept confidential except in the following circumstance:
 - a. If the client wants information shared with VSPs, HUD DV Bonus recipients, and/or local law enforcement, VSPs and HUD DV Bonus recipients will obtain informed consent for release of information. When releases of information are required, they will be written, informed, and reasonably time limited.
 - b. VSPs and HUD DV Bonus recipients are committed to maintaining the privacy of client's information, consistent with the law, especially with respect to matters pertaining to domestic violence and sexual violence. The Family Educational Rights and Privacy Act (FERPA) requires that VSPs and HUD DV Bonus recipients do not provide access to or disclose personally identifiable information (PII).

11. PERSONALLY IDENTIFIABLE INFORMATION

- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and PARTNER may collect PII for such purposes, to the extent such activities are authorized by law.
- B. PARTNER may use or disclose PII only to perform functions, activities or services in accordance with this MOU, or as required by law. Any other use or disclosure of PII requires the express approval in writing by COUNTY. PARTNER shall not duplicate, disseminate or disclose PII except as allowed in this MOU.
- C. PARTNER agrees to the PII Privacy and Security Standards attached as Attachment I. When applicable, PARTNER shall incorporate the relevant provisions of Attachment I into each subcontract or sub-award to subcontractors.

12. HOLD HARMLESS/INDEMNIFICATION

PARTNER agrees to indemnify and hold harmless COUNTY, its departments, agencies, and districts (including their officers, employees and agents) (collectively "COUNTY Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of PARTNER (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury or death. PARTNER shall, at its sole expense and cost, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend COUNTY Indemnitees in any such claim or action. PARTNER shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim

or action so long as that does not compromise PARTNER's indemnification obligation. PARTNER's obligation hereunder shall be satisfied when PARTNER has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this MOU shall in no way limit or circumscribe PARTNER's obligations to indemnify and hold COUNTY harmless.

13. INSURANCE

- A. Without limiting or diminishing PARTNER's obligation to indemnify or hold COUNTY harmless, PARTNER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this MOU. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
- C. PARTNER's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this MOU. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, PARTNER's carriers shall either;
 - 1) reduce or eliminate such self-insured retention as respects to this MOU with COUNTY, or
 - 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. PARTNER shall cause PARTNER's insurance carrier(s) to furnish the COUNTY with either
 - 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or
 - 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this MOU shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. PARTNER shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- E. It is understood and agreed to by the parties hereto that PARTNER's insurance shall be

construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

- F. If, during the term of this MOU or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this MOU, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this MOU and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the PARTNER has become inadequate.
- G. PARTNER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this MOU.
- H. The insurance requirements contained in this MOU may be met with a program of self-insurance acceptable to COUNTY.
- I. PARTNER agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this MOU.

14. WORKER'S COMPENSATION

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

15. VEHICLE LIABILITY

If vehicles or mobile equipment are used in the performance of the obligations under this MOU, then PARTNER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this MOU or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as Additional Insured.

16. COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of PARTNER's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this MOU or be no less than two (2) times the occurrence limit.

17. PROFESSIONAL LIABILITY

If, at any time during the duration of this MOU and any renewal or extension thereof, the PARTNER, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the

PARTNER shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this MOU, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If PARTNER's Professional Liability Insurance is written on a claim made basis rather than an occurrence basis, such insurance shall continue through the term of this MOU. Upon termination of this MOU or the expiration or cancellation of the claims made, insurance policy PARTNER shall purchase at his sole expense either: 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this MOU; or, 3) demonstrate through Certificates of Insurance that PARTNER has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this MOU.

18. INDEPENDENT PARTNER

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

19. USE BY POLITICAL ENTITIES

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

20. LICENSES AND PERMITS

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

21. NO DEBARMENT OR SUSPENSION

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

(federal, state or local) terminated for cause or default.

22. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

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

23. LEAD BASED PAINT

If applicable, PARTNER shall comply with the requirements, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4821-4846) and implementing regulations issued pursuant thereto (24 CFR Part 35).

24. EMPLOYMENT PRACTICES

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

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

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

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

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

25. PERSONNEL

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

1. All staff who work full or part-time positions by title, including volunteer positions;
2. A brief description of the functions of each position and hours each position worked; and

3. The professional degree, if applicable, and experience required for each position.

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

C. Background Checks

PARTNER shall conduct criminal background record checks on all individuals providing services under this MOU. Prior to these individuals providing services to Participants, PARTNER shall have received a criminal background record check from the State of California Department of Justice (DOJ). A signed certification of such criminal background record check and, as appropriate, a signed justification and clearance from PARTNER or Designee demonstrating fitness to perform duties shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.

26. LOBBYING

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

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

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

27. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including a copy of the adverse action in the notice. The parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this MOU that minimizes the

adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this MOU by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

28. SUBCONTRACTS

A. PARTNER shall not enter into any Subcontract with any subcontractors who:

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

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

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

D. Nothing contained in this MOU shall create a contractual relationship between any subcontractors or supplier of PARTNER and COUNTY.

29. ASSIGNMENT

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

30. FORCE MAJEURE

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

31. GOVERNING LAW

This MOU shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this MOU shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.

32. 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 COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. PARTNER 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.

33. ADMINISTRATIVE/CONTRACT LIAISON

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

34. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

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

B. Participant Complaints

PARTNER shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from COUNTY of a complaint with respect to any alleged discrimination in the provision of services by PARTNER's personnel.

Civil Rights Complaints should be referred to:

Program Manager
Riverside County Department of Housing and Workforce
Solutions
3403 Tenth Street, Suite 300
Riverside, CA 92501

C. Services, Benefits and Facilities

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

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

D. Cultural Competency

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

35. NOTICES

All agreement issues, invoices, financial documents, notices, 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 Tenth Street, Suite 300
Riverside, CA 92501

THWC:

Transgender Health and Wellness Center
340 S. Farrell Dr., Suite A208
Palm Springs, CA 92262

36. 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 agreement.

37. 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 signatures of the parties included in this MOU 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. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. 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.

38. **MODIFICATION OF TERMS**

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

39. **ENTIRE MOU**

This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

Authorized Signature for Housing and Workforce Solutions	Authorized Signature for Transgender Health and Wellness Center
Printed Name of Person Signing: Heidi Marshall	Printed Name of Person Signing: Thomi Clinton
Title: Director, HWS	Title: Chief Executive Officer
Address: 3403 Tenth Street, Suite 300 Riverside, CA 92501	Address: 340 S. Farrell Dr., Suite A208 Palm Springs, CA 92262
Date Signed:	Date Signed:

Schedule A
Scope of Services

A.1 GENERAL REQUIREMENTS

PARTNER shall:

- a. Be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. PARTNER shall also provide Participant linkages to other sources of support. PARTNER shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- b. PARTNER shall operate the Project in accordance with the provisions of subtitle C of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11381-11389) and the Continuum of Care Program rule found in 24 CFR part 578).
- c. PARTNER must participate in the CoC Program Coordinated Entry System (CES). The CES is a part of the Riverside County CoC's cohesive and integrated housing crisis response system with our existing programs, bringing them together into a "no-wrong-door" system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals.
 1. Participation is defined by CES training attendance, complying with Riverside County CES Policies and Procedures, data collection, valid user agreements, and entering required client data on a regular and timely basis.
<https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>
 2. PARTNER shall work with the CES Lead Agency to ensure that screening, assessment and referral of program participants are consistent with the CES Policies and Procedures which is located on the County of Riverside CoC website:
<https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/HMIS%20-%20CES%20Account%20Request%20Process.doc>
- d. PARTNER agree to work with the CES Lead Agency and coordinate delivery of services to support inquiries received through the CES HomeConnect Hotline and by name list.
- e. PARTNER agree to participate in the CES HomeConnect Navigation Council Review Meetings facilitated by the CES Lead Agency.
- f. PARTNER shall use 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.
- g. PARTNER agree to provide HUD access to CES data collected and entered into the PARTNER's HMIS, upon request, and to participate in any statewide data initiative as directed by HUD, including, but not limited to, a statewide data integration environment.
- h. PARTNER agree to participate in the Homeless Management Information System (HMIS).
 1. Participation is defined by HMIS as training attendance, complying with Riverside County HMIS security policies and procedures, and entering required Participant data

on a regular and timely basis.

2. COUNTY retains the rights to the HMIS and case management software application used for the operation of this property. COUNTY will grant PARTNER access to use the HMIS software for the term of this Agreement.
 3. PARTNER shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside Continuum of Care HMIS Charter, which is located on the County of Riverside CoC website: <https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>
 4. PARTNER must maintain a valid HMIS End User Agreement on file with the COUNTY, which is located on the County of Riverside CoC website: [https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%200%20Revised%209-10-2020%20\(1\).pdf](https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%200%20Revised%209-10-2020%20(1).pdf)
 5. PARTNER must refer to the HWS Administrative Handbook for HUD Funded Programs for further HMIS recordkeeping requirements.
- i. PARTNER certify that:
1. PARTNER will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 2. The address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project;
 3. PARTNER will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 4. In the case of projects that provide housing or services to families, PARTNER will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 5. The PARTNER, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 6. PARTNER will provide information, such as data and reports, as required by HUD.
- j. RECORDKEEPING AND REPORTING
PARTNER shall comply with the recordkeeping and reporting requirements found in the HWS Administrative Handbook for HUD Continuum of Care Funded Programs.

A.2 COUNTY/HWS ROLES

- A. Assign a qualified staff member to serve as a liaison and primary point of contact between COUNTY and PARTNER.
- B. Coordinate with VSPs and HUD DV Bonus recipients to provide guidance on HUD Continuum of Care Program rules and regulations.
- C. As needed, facilitate and coordinate calls to offer technical assistance and case conference special cases.
- D. Work alongside the CES Lead Agency and other housing providers to identify alternate housing as needed.
- E. Provide guidance and aid in launching the inaugural DV project to the HUD DV BONUS RECIPIENTS.

A.3 VSPs Roles:

- A. Assign a qualified staff member to serve as the liaison between PARTNER and COUNTY.
- B. Provide Domestic Violence 101 and cultural sensitivity training and other tools (e.g., Safety Planning, Triage and Screening Forms, and other Prioritization tools) to LHSSC and THWC.
- C. Accept referrals from the HUD Continuum of Care Program homeless assistance providers who receive HUD CoC funding to provide rapid rehousing assistance to victims of domestic violence: LHSSC and THWC.
- D. Provide domestic violence and victim related services accessibly.
- E. Maintain a 24-hour domestic violence hotline (with the exception of SAFE FJC).
- F. Provide confidential crisis intervention, counseling, information and referral, and legal advocacy.
- G. Deliver ongoing victim services case management services to ensure referrals have information on reporting options, restraining order filing and follow up, including how to file a complaint and how to report a crime to local law enforcement.
- H. Meet regularly with LHSSC and THWC to share information about the needs of victims, trends in domestic violence and/or stalking services provided, additional services that are needed by clients.
- I. Assist LHSSC with the development and provision of prevention and training to staff.

A.4 HUD DV BONUS RECIPIENTS' RESPONSIBILITIES

- A. Assign a qualified staff member to serve as the liaison between PARTNER and COUNTY.
- B. Have designated staff participate in Domestic Violence 101 and cultural sensitivity training.
- C. Receive referrals for rapid rehousing assistance directly from VSPs and refer eligible individuals and families to housing using the CES.

- D. Coordinate with CES Lead Agency to accept referrals in order of prioritization.
- E. Collaborate with VSPs on prevention approaches and activities.
- F. Provide housing and supportive services to families and ensure all households are referred for mainstream benefits to support them in their transition.

A.5 CES LEAD AGENCY RESPONSIBILITIES

- A. Maintain a confidential by-name list of individuals in need of immediate and interim housing to VSPs for temporary housing.
- B. Refer and facilitate placement of individuals in need of immediate and interim housing to VSPs for temporary housing.
- C. Coordinate with HUD DV Bonus recipients to ensure households in need of permanent housing assistance are referred to the HUD Continuum of Care Domestic Violence Bonus Program.
- D. Provide training to VSPs to allow them to utilize the VI-SPADT, screen clients, and provide referrals to limit the trauma of the participants.

ATTACHMENT I
PII Privacy and Security Standards

I. PHYSICAL SECURITY

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

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

II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented

in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

- C. Minimum Necessary. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. Mobile Device and Removable Media. All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. Antivirus Software. All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. Patch Management.
 - 1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 - 2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
 - 3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 - 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. User IDs and Password Controls.
 - 1. All users must be issued a unique user name for accessing PII.
 - 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
 - 3. Passwords are not to be shared.
 - 4. Passwords must be at least eight (8) characters.
 - 5. Passwords must be a non-dictionary word.
 - 6. Passwords must not be stored in readable format on the computer or server.
 - 7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
 - 8. Passwords must be changed if revealed or compromised.
 - 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters (!, @, #, etc.)
- H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.

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

III. AUDIT CONTROLS

A. System Security Review.

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

B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.

- C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

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

V. PAPER DOCUMENT CONTROLS

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

routine business purposes or with express written permission of the County.

G. Faxing.

1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. Mailing.

1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the PARTNER obtains prior written permission from the County to use another method.

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this MOU, the PARTNER agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

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

Breaches should be referred to:

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

ATTACHMENT II
Assurance of Compliance

**ASSURANCE OF COMPLIANCE WITH THE RIVERSIDE COUNTY
HOUSING AND WORKFORCE SOLUTIONS DEPARTMENT
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**
Transgender Health and Wellness Center
ORGANIZATIONS

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 MOU.

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
340 S. Farrell Dr., Suite A208
Palm Springs, CA 92262

THWC's Authorized Signature

Address of Vendor/Recipient
(08/13/01)
CR50-Vendor Assurance of Compliance

ATTACHMENT III
 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 Torno		
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.



Authorization for Sharing Your Personally Identifiable Information for the Domestic Violence Support System Collaborative

Client Name:

Date of Birth:

The County of Riverside (“County”) is asking for your authorization to allow sharing of your Personally Identifiable Information (“PII”). If you agree, your information will be shared with (to and from) the County and the following types of organizations to help coordinate your resources and housing assistance.

- Case Management
- Social Services Support
- Confidential Prevention and Intervention Services
- 24-Hour Hotline Support
- Crisis Counseling
- Safety Planning
- Assistance with Locating a Shelter
- Rapid ReHousing Assistance
- Provide Advocacy

Sharing information makes it easier to see if you are eligible for resources. It also allows you to get services and take part in programs run by the County and other organizations in Riverside County. This includes homeless service providers, housing groups, healthcare providers, and any other appropriate service providers.

Signing this Authorization Form (“Form”) is your choice. No matter what you choose, it will not change your ability to receive services, housing, or advocacy.

By signing this Form, you are authorizing your information to be shared with (to and from) the County and the types of organizations shown above. It will be used to see if you are eligible for other resources, help link you to them, and help coordinate between them to better serve you.

If you do not sign this Form, you can still receive services, housing assistance, or advocacy. Not signing may keep you from being able to fully take part in certain programs within the County for coordinating your care.



How will sharing benefit me?

If you allow your information to be shared, those serving you will be able to:

- Identify and connect you to programs, services, or resources that could benefit you and/or your dependents.
- Better coordinate your care.
- Improve your quality of services.
- Conduct other program work within the County.

How will it be shared?

Your information will be shared through the electronic database called the County of Riverside Continuum of Care Homeless Management Information System ("HMIS"). The HMIS securely records information about clients accessing housing services within Riverside County.

Who will be sharing my information?

Your information will be shared with (to and from) the County and the types of organizations shown above. Organizations may include the people who staff County referral or advice call lines. They may also include the organization(s) involved in your care now, in the past, and in the future. A list of current organizations will be printed for you. It can also be accessed at <https://rivcohhpws.org/coc-homeless-management-information-system#2392643287-1060250865>.

The person or organization with whom your information has been shared may be able to use or disclose your information without being subject to privacy law.

Can I find out who my information is shared with?

You have the right to request a list of the organizations that have accessed your information using this Form.

What will be shared?

Information will be shared about programs and services you received in the past, get now, and in the future. This includes data about:

- Housing, human, and legal needs
- PII



- Self-reported medical history (including physical disability, developmental disability, chronic health condition, HIV/AIDS, mental health problem, or substance abuse)
- Domestic violence

What is still shared if I don't sign?

You are still eligible to receive services, housing assistance, or advocacy. Not signing may keep you from being able to fully take part in certain programs within the County for coordinating your care.

Can I limit what gets shared?

You may limit sharing of mental health treatment and HIV test results information in the special permissions section.

If I sign, can I change my mind later?

You have the right to change your mind about sharing and revoke this authorization at any time. This Form is valid until the date that you cancel or change it in writing.

- To cancel or make a change, talk with your case manager. You can complete a new Form to reflect the change(s). Any changes will take effect as of the date the new Form is signed.
- Any data or information shared before that time cannot be recalled.



Required Section: We need your special permission to share information about mental health treatment and HIV test results.

If you give permission, your mental health treatment and HIV test result information will be share with (to and from) the County and the types of organizations list above to help coordinate your care, resources, and human services. Even if these do not apply to your today, giving permission can help make sure your information can be shared in the future if needed.

Mental Health Treatment

I give permission to share information about my past, present, and future mental health treatment.

Yes No

HIV Test Results

I give permission to share information about my past, present and future HIV test results.

Yes No

By signing this Form, I agree that:

- I have read this Form or a Riverside County Representative or Domestic Violence Partner has read it to me.
- I understand it.
- I give authorization for my information to be shared as described above.
- This authorization will remain in effect for a period of 1 year, or until I change or revoke my authorization in writing. I can do this by contacting my case manager.

Client Signature

Date

If signed by a person other than the client, please write that person's relationship to the client:

Relationship to Client

Personal Representative's Name

Revocation of Information Sharing Authorization

Client Name:

Date of Birth:

I wish to revoke my authorization (please send to your case manager)

Signature of Client of Client's Legal Representative:

Date:

If signed by Client's Legal Representative, state relationship and authority to do so:

**County of Riverside
Department of Housing and Workforce Solutions
(as Administrative Entity on Behalf of the County of Riverside CoC)
3403 Tenth Street, Suite 300
Riverside, CA 92501**

and

His Daughters House

Domestic Violence Support System Collaborative

MEMORANDUM OF UNDERSTANDING: HWSCoC-MOU-000011



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.



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This Memorandum of Understanding, HWSCoC-MOU-0000011, (herein referred to as "MOU") is made and entered into this ____ day of _____, 2023, by and between His Daughters House, a California nonprofit corporation (herein referred to as "PARTNER"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing and Workforce Solutions (herein referred to as "COUNTY"), collectively referred to as "Parties" and individually as "Party".

WHEREAS, on April 21, 2020, the Riverside County's Board of Supervisors designated the Department of Housing and Workforce Solutions, as the Continuum of Care ("CoC") Administrative Entity and Collaborative Agent, to apply for HUD funds and partner with government and non-profit organizations to provide housing and supportive services to individuals and families experiencing homelessness within Riverside County; and

WHEREAS, Coordinated Entry is a process developed to ensure individuals experiencing a housing crisis and in need of services have fair and equal access to the community's housing and homeless assistance resources and are quickly identified, assessed for, and connected to flexible housing and service options; and

WHEREAS, victim service providers play an integral part in their community's housing and homeless response system by providing permanent housing, including rapid rehousing, shelter, transitional housing, advocacy, and supportive services for partners in the community's coordinated entry progress. Therefore, it is critical that these providers be included as full partners in the community's coordinated entry process; and

WHEREAS, Housing and Workforce Solutions, hereinafter referred to as HWS, desires to enter into a Domestic Violence Support System Collaborative - Memorandum of Understanding with His Daughters House to provide HUD DV Bonus recipient services as described in Section A.5; and,

WHEREAS, His Daughters House are qualified to provide the services as described in Section A.5; and,

WHEREAS, HWS desires His Daughters House to perform these services in accordance with the terms and conditions (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of the Parties; and,

NOW, THEREFORE, HWS and His Daughters House do hereby covenant and agree that the Parties shall provide said services in accordance with the terms and conditions contained herein of this MOU.

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 202 HUD CoC Program.
- B. "ADV" refers to the Riverside County Coalition for Alternative to Domestic Violence.
- C. "CES" refers to the Riverside County Coordinated Entry System that serves to prioritize Homeless individuals according to the longest length of homelessness and greatest service needs.

- D. "CES Lead Agency" refers to the County of Riverside's Coordinated Entry Agency responsible for facilitating the coordination and management resources and services through Riverside County's crisis response system.
- E. "Continuum of Care Program" or "CoC Program" refers to the HUD program designed to promote communitywide commitment to the goal of ending homelessness and provide funding for efforts by homeless service providers.
- F. "PARTNER" refers to His Daughters House, including their employees, agents, representatives, subcontractors and suppliers.
- G. "COUNTY" or "HWS" refers to the County of Riverside and its Department of Housing and Workforce Solutions, which has administrative responsibility for this MOU. HWS and COUNTY are used interchangeably in this MOU.
- H. "Domestic Violence" or "DV" refers to abuse committed against an adult or minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has a child or is having or has had a dating or engagement relationship. Domestic Violence may also be referred to as "Intimate Partner Violence". For purposes of this subdivision, "cohabitant means two unrelated adult persons living together for a substantial period of time, resulting in some permanency of relationship". Factors that may determine whether persons are cohabitating include, but are not limited to:
- (1) Sexual relations between the parties while sharing the same living quarters;
 - (2) Sharing of income or expenses;
 - (3) Joint use or ownership of property;
 - (4) Whether the parties hold themselves out as husband and wife;
 - (5) The continuity of the relationship; and/or
 - (6) The length of the relationship.
- I. "HDH" and "PARTNER" refers to His Daughters House, including their employees, agents, representatives, subcontractors and suppliers. HDH and PARTNER are used interchangeably in this MOU.
- J. "HMIS" refers to the Riverside County Homeless Management Information System.
- K. "HUD" refers to the United States Department of Housing and Urban Development.
- L. "HUD DV Bonus Recipients" refers to His Daughters House, LightHouse Social Service Centers and Transgender Health and Wellness Center.
- M. "LHSSC" refers to LightHouse Social Service Centers.
- N. "MOU" refers to Memorandum of Understanding.
- O. "Participant(s)" refers to individuals who utilize supportive housing services, including

referral services or individuals who are residents or former residents of the housing project.

- P. "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 or occupancy in the housing. Permanent Housing includes Permanent Supportive Housing.
- Q. "Rapid Re-Housing" means 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.
- R. "SAFE FJC" refers to the SAFE Family Justice Centers.
- S. "SFTS" refers to Shelter from the Storm, Inc.
- T. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the PARTNER with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this MOU.
- U. "THWC" refers to Transgender Health and Wellness Center.
- V. "VI-SPADT" refers to the Vulnerability Service Prioritization Decision Assistance Tool.
- W. "VSP" refers to the Victim Service Providers that are non-profit, community-based organizations which have a primary area of focus for the provision of services to individuals who are survivors of domestic violence and their children and is comprised of Shelter from the Storm, Inc., Riverside County Coalition for Alternative to Domestic Violence, and SAFE Family Justice Centers.

2. DESCRIPTION OF SERVICES

- a. PARTNER shall provide all services as stated in Schedule A, Scope of Services, and Attachment I – PII Privacy and Security Standards, Attachment II – Assurance of Compliance, Attachment III –HMIS Participating Agency Agreement, and Attachment IV – Authorization for Sharing Your Personally Identifiable Information for the Domestic Violence Support System Collaborative, all of which are attached hereto and incorporated herein.

3. PERIOD OF PERFORMANCE

This MOU shall be effective on the date the parties sign the agreement ("Effective Date") and shall continue for a period of two years following the effective date, unless terminated earlier. If the parties sign the MOU on more than one date, then the last date the MOU is signed by a party shall be the Effective Date. PARTNER shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. This period of performance may be changed with written approval from HWS.

4. COMPENSATION

There is no exchange of funds between COUNTY and PARTNER for the implementation and/or program services contained within this MOU.

5. TERMINATION

- A. COUNTY may terminate this MOU without cause upon giving thirty (30) calendar days written notice served on PARTNER stating the extent and effective date of termination.
- B. COUNTY may, upon five (5) calendar days written notice, terminate this MOU for PARTNER's default, if PARTNER refuses or fails to comply with the terms of this MOU, or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.
- C. After receipt of the notice of termination, PARTNER shall:
 - (1) Stop all work under this MOU on the date specified in the notice of termination; and
 - (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the MOU had been completed or continued, would be required to be furnished to COUNTY.
- D. PARTNER's rights under this MOU shall terminate upon dishonest or willful and material breach of this MOU by PARTNER; or in the event of PARTNER's unwillingness or inability, for any reason whatsoever, to perform the terms of this MOU.
- E. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this MOU.

6. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this MOU must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any term of this MOU shall not be construed as making any changes to the terms of this MOU and does not prevent COUNTY from enforcing the terms of this MOU.

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

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

8. CONDUCT OF PARTNER / CONFLICT OF INTEREST

- A. PARTNER covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with PARTNER's performance under this MOU. PARTNER further covenants that no person or subcontractors having any such interest shall be employed or retained by PARTNER under this MOU. PARTNER agrees to inform the COUNTY of all PARTNER's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.
- B. PARTNER shall not, under any circumstances which could be perceived as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom PARTNER is doing business or proposing to

do business, in fulfilling this MOU.

9. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this MOU, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting performance through any combination of on-site visits, inspections, evaluations, and PARTNER self-monitoring. PARTNER shall cooperate with any inspector or COUNTY representative reviewing compliance with this MOU and permit access to all necessary locations, equipment, materials, or other requested items.
- B. PARTNER shall maintain auditable books, records, documents, and other evidence relating to costs and expenses for this MOU. PARTNER shall maintain these records for at least three (3) years after final payment has been made or until pending COUNTY, state, and federal audits are completed, whichever is later.
- C. Any authorized COUNTY, state or the federal representative shall have access to all books, documents, papers, electronic data and other records determined necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.
- D. If PARTNER disagrees with an audit, PARTNER may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. PARTNER shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. PARTNER shall establish sufficient procedures to self-monitor the quality of services/products under this MOU and shall permit COUNTY or other inspector to assess and evaluate PARTNER's performance at any time, upon reasonable notice to the PARTNER.

10. CONFIDENTIALITY

- A. PARTNER shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this MOU ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of PARTNER, subcontractors or suppliers in advance of official announcement. PARTNER shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. PARTNER shall keep all confidential information received from COUNTY in the strictest confidence. PARTNER shall comply with Welfare and Institutions Code (WIC) Section 10850.
- B. PARTNER shall take special precautions, including, but not limited to, sufficient training of PARTNER's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- C. PARTNER shall ensure case records or personal information is kept confidential when it

identifies an individual by name, address, or other specific information. PARTNER shall not use such information for any purpose other than carrying out PARTNER's obligations under this MOU.

- D. PARTNER shall promptly transmit to COUNTY all third-party requests for disclosure of confidential information. PARTNER shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this MOU or as authorized in writing in advance by COUNTY.
- E. All services provided by PARTNER shall be kept confidential except in the following circumstance:
 - a. If the client wants information shared with VSPs, HUD DV Bonus recipients, and/or local law enforcement, VSPs and HUD DV Bonus recipients will obtain informed consent for release of information. When releases of information are required, they will be written, informed, and reasonably time limited.
 - b. VSPs and HUD DV Bonus recipients are committed to maintaining the privacy of client's information, consistent with the law, especially with respect to matters pertaining to domestic violence and sexual violence. The Family Educational Rights and Privacy Act (FERPA) requires that VSPs and HUD DV Bonus recipients do not provide access to or disclose personally identifiable information (PII).

11. PERSONALLY IDENTIFIABLE INFORMATION

- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and PARTNER may collect PII for such purposes, to the extent such activities are authorized by law.
- B. PARTNER may use or disclose PII only to perform functions, activities or services in accordance with this MOU, or as required by law. Any other use or disclosure of PII requires the express approval in writing by COUNTY. PARTNER shall not duplicate, disseminate or disclose PII except as allowed in this MOU.
- C. PARTNER agrees to the PII Privacy and Security Standards attached as Attachment I. When applicable, PARTNER shall incorporate the relevant provisions of Attachment I into each subcontract or sub-award to subcontractors.

12. HOLD HARMLESS/INDEMNIFICATION

PARTNER agrees to indemnify and hold harmless COUNTY, its departments, agencies, and districts (including their officers, employees and agents) (collectively "COUNTY Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of PARTNER (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury or death. PARTNER shall, at its sole expense and cost, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend COUNTY Indemnitees in any such claim or action. PARTNER shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim

or action so long as that does not compromise PARTNER's indemnification obligation. PARTNER's obligation hereunder shall be satisfied when PARTNER has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this MOU shall in no way limit or circumscribe PARTNER's obligations to indemnify and hold COUNTY harmless.

13. INSURANCE

- A. Without limiting or diminishing PARTNER's obligation to indemnify or hold COUNTY harmless, PARTNER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this MOU. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
- C. PARTNER's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this MOU. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, PARTNER's carriers shall either;
 - 1) reduce or eliminate such self-insured retention as respects to this MOU with COUNTY, or
 - 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. PARTNER shall cause PARTNER's insurance carrier(s) to furnish the COUNTY with either
 - 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or
 - 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this MOU shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. PARTNER shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- E. It is understood and agreed to by the parties hereto that PARTNER's insurance shall be

construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self- insured retentions or self-insured programs shall not be construed as contributory.

- F. If, during the term of this MOU or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this MOU, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this MOU and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the PARTNER has become inadequate.
- G. PARTNER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this MOU.
- H. The insurance requirements contained in this MOU may be met with a program of self-insurance acceptable to COUNTY.
- I. PARTNER agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this MOU.

14. WORKER'S COMPENSATION

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

15. VEHICLE LIABILITY

If vehicles or mobile equipment are used in the performance of the obligations under this MOU, then PARTNER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this MOU or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as Additional Insured.

16. COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of PARTNER's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this MOU or be no less than two (2) times the occurrence limit.

17. PROFESSIONAL LIABILITY

If, at any time during the duration of this MOU and any renewal or extension thereof, the PARTNER, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the

PARTNER shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this MOU, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If PARTNER's Professional Liability Insurance is written on a claim made basis rather than an occurrence basis, such insurance shall continue through the term of this MOU. Upon termination of this MOU or the expiration or cancellation of the claims made, insurance policy PARTNER shall purchase at his sole expense either: 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this MOU; or, 3) demonstrate through Certificates of Insurance that PARTNER has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this MOU.

18. INDEPENDENT PARTNER

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

19. USE BY POLITICAL ENTITIES

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

20. LICENSES AND PERMITS

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

21. NO DEBARMENT OR SUSPENSION

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

(federal, state or local) terminated for cause or default.

22. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

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

23. LEAD BASED PAINT

If applicable, PARTNER shall comply with the requirements, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4821-4846) and implementing regulations issued pursuant thereto (24 CFR Part 35).

24. EMPLOYMENT PRACTICES

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

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

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

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

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

25. PERSONNEL

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

1. All staff who work full or part-time positions by title, including volunteer positions;
2. A brief description of the functions of each position and hours each position worked; and

3. The professional degree, if applicable, and experience required for each position.

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

C. Background Checks

PARTNER shall conduct criminal background record checks on all individuals providing services under this MOU. Prior to these individuals providing services to Participants, PARTNER shall have received a criminal background record check from the State of California Department of Justice (DOJ). A signed certification of such criminal background record check and, as appropriate, a signed justification and clearance from PARTNER or Designee demonstrating fitness to perform duties shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.

26. LOBBYING

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

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

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

27. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including a copy of the adverse action in the notice. The parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this MOU that minimizes the

adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this MOU by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

28. SUBCONTRACTS

A. PARTNER shall not enter into any Subcontract with any subcontractors who:

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

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

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

D. Nothing contained in this MOU shall create a contractual relationship between any subcontractors or supplier of PARTNER and COUNTY.

29. ASSIGNMENT

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

30. FORCE MAJEURE

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

31. GOVERNING LAW

This MOU shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this MOU shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.

32. 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 COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. PARTNER 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.

33. ADMINISTRATIVE/CONTRACT LIAISON

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

34. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

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

B. Participant Complaints

PARTNER shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from COUNTY of a complaint with respect to any alleged discrimination in the provision of services by PARTNER's personnel.

Civil Rights Complaints should be referred to:

Program Manager
Riverside County Department of Housing and Workforce
Solutions
3403 Tenth Street, Suite 300
Riverside, CA 92501

C. Services, Benefits and Facilities

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

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

D. Cultural Competency

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

35. NOTICES

All agreement issues, invoices, financial documents, notices, 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 Tenth Street, Suite 300
Riverside, CA 92501

HDH:

His Daughters House
3870 La Sierra Avenue, Unit 204
Riverside, CA 92505

36. 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 agreement.

37. 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 signatures of the parties included in this MOU 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. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. 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.

38. **MODIFICATION OF TERMS**

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

39. **ENTIRE MOU**

This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

Authorized Signature for Housing and Workforce Solutions	Authorized Signature for His Daughters House
Printed Name of Person Signing: Heidi Marshall	Printed Name of Person Signing: Dr. Adrienne Mason
Title: Director, HWS	Title: Chief Executive Officer
Address: 3403 Tenth Street, Suite 300 Riverside, CA 92501	Address: 3870 La Sierra Avenue, Unit 204 Riverside, CA 92505
Date Signed:	Date Signed:

Schedule A
Scope of Services

A.1 GENERAL REQUIREMENTS

PARTNER shall:

- a. Be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. PARTNER shall also provide Participant linkages to other sources of support. PARTNER shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- b. PARTNER shall operate the Project in accordance with the provisions of subtitle C of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11381-11389) and the Continuum of Care Program rule found in 24 CFR part 578).
- c. PARTNER must participate in the CoC Program Coordinated Entry System (CES). The CES is a part of the Riverside County CoC's cohesive and integrated housing crisis response system with our existing programs, bringing them together into a "no-wrong-door" system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals.
 1. Participation is defined by CES training attendance, complying with Riverside County CES Policies and Procedures, data collection, valid user agreements, and entering required client data on a regular and timely basis.
<https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>
 2. PARTNER shall work with the CES Lead Agency to ensure that screening, assessment and referral of program participants are consistent with the CES Policies and Procedures which is located on the County of Riverside CoC website:
<https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/HMIS%20-%20CES%20Account%20Request%20Process.doc>
- d. PARTNER agree to work with the CES Lead Agency and coordinate delivery of services to support inquiries received through the CES HomeConnect Hotline and by name list.
- e. PARTNER agree to participate in the CES HomeConnect Navigation Council Review Meetings facilitated by the CES Lead Agency.
- f. PARTNER shall use 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.
- g. PARTNER agree to provide HUD access to CES data collected and entered into the PARTNER's HMIS, upon request, and to participate in any statewide data initiative as directed by HUD, including, but not limited to, a statewide data integration environment.
- h. PARTNER agree to participate in the Homeless Management Information System (HMIS).
 1. Participation is defined by HMIS as training attendance, complying with Riverside County HMIS security policies and procedures, and entering required Participant data

on a regular and timely basis.

2. COUNTY retains the rights to the HMIS and case management software application used for the operation of this property. COUNTY will grant PARTNER access to use the HMIS software for the term of this Agreement.
 3. PARTNER shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside Continuum of Care HMIS Charter, which is located on the County of Riverside CoC website: <https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>
 4. PARTNER must maintain a valid HMIS End User Agreement on file with the COUNTY, which is located on the County of Riverside CoC website: [https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%200%20Revised%209-10-2020%20\(1\).pdf](https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%200%20Revised%209-10-2020%20(1).pdf)
 5. PARTNER must refer to the HWS Administrative Handbook for HUD Funded Programs for further HMIS recordkeeping requirements.
- i. PARTNER certify that:
1. PARTNER will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 2. The address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project;
 3. PARTNER will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 4. In the case of projects that provide housing or services to families, PARTNER will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 5. The PARTNER, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 6. PARTNER will provide information, such as data and reports, as required by HUD.
- j. RECORDKEEPING AND REPORTING
PARTNER shall comply with the recordkeeping and reporting requirements found in the HWS Administrative Handbook for HUD Continuum of Care Funded Programs.

A.2 COUNTY/HWS ROLES

- A. Assign a qualified staff member to serve as a liaison and primary point of contact between COUNTY and PARTNER.
- B. Coordinate with VSPs and HUD DV Bonus recipients to provide guidance on HUD Continuum of Care Program rules and regulations.
- C. As needed, facilitate and coordinate calls to offer technical assistance and case conference special cases.
- D. Work alongside the CES Lead Agency and other housing providers to identify alternate housing as needed.
- E. Provide guidance and aid in launching the inaugural DV project to the HUD DV BONUS RECIPIENTS.

A.3 VSPs Roles:

- A. Assign a qualified staff member to serve as the liaison between PARTNER and COUNTY.
- B. Provide Domestic Violence 101 and cultural sensitivity training and other tools (e.g., Safety Planning, Triage and Screening Forms, and other Prioritization tools) to HDH, LHSSC, and THWC.
- C. Accept referrals from the HUD Continuum of Care Program homeless assistance providers who receive HUD CoC funding to provide rapid rehousing assistance to victims of domestic violence: HDH, LHSSC, and THWC.
- D. Provide domestic violence and victim related services accessibly.
- E. Maintain a 24-hour domestic violence hotline (with the exception of SAFE FJC).
- F. Provide confidential crisis intervention, counseling, information and referral, and legal advocacy.
- G. Deliver ongoing victim services case management services to ensure referrals have information on reporting options, restraining order filing and follow up, including how to file a complaint and how to report a crime to local law enforcement.
- H. Meet regularly with HDH, LHSSC, and THWC to share information about the needs of victims, trends in domestic violence and/or stalking services provided, additional services that are needed by clients.
- I. Assist LHSSC with the development and provision of prevention and training to staff.

A.4 HUD DV BONUS RECIPIENTS' RESPONSIBILITIES

- A. Assign a qualified staff member to serve as the liaison between PARTNER and COUNTY.
- B. Have designated staff participate in Domestic Violence 101 and cultural sensitivity training.
- C. Receive referrals for rapid rehousing assistance directly from VSPs and refer eligible individuals

and families to housing using the CES.

- D. Coordinate with CES Lead Agency to accept referrals in order of prioritization.
- E. Collaborate with VSPs on prevention approaches and activities.
- F. Provide housing and supportive services to families and ensure all households are referred for mainstream benefits to support them in their transition.

A.5 CES LEAD AGENCY RESPONSIBILITIES

- A. Maintain a confidential by-name list of individuals in need of immediate and interim housing to VSPs for temporary housing.
- B. Refer and facilitate placement of individuals in need of immediate and interim housing to VSPs for temporary housing.
- C. Coordinate with HUD DV Bonus recipients to ensure households in need of permanent housing assistance are referred to the HUD Continuum of Care Domestic Violence Bonus Program.
- D. Provide training to VSPs to allow them to utilize the VI-SPADT, screen clients, and provide referrals to limit the trauma of the participants.

ATTACHMENT I
PII Privacy and Security Standards

I. PHYSICAL SECURITY

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

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

II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented

in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

- C. Minimum Necessary. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. Mobile Device and Removable Media. All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. Antivirus Software. All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. Patch Management.
 - 1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 - 2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
 - 3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 - 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. User IDs and Password Controls.
 - 1. All users must be issued a unique user name for accessing PII.
 - 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
 - 3. Passwords are not to be shared.
 - 4. Passwords must be at least eight (8) characters.
 - 5. Passwords must be a non-dictionary word.
 - 6. Passwords must not be stored in readable format on the computer or server.
 - 7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
 - 8. Passwords must be changed if revealed or compromised.
 - 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters (!, @, #, etc.)
- H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.

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

III. AUDIT CONTROLS

A. System Security Review.

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

B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.

- C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

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

V. PAPER DOCUMENT CONTROLS

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

routine business purposes or with express written permission of the County.

G. Faxing.

1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. Mailing.

1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the PARTNER obtains prior written permission from the County to use another method.

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this MOU, the PARTNER agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

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

Breaches should be referred to:

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

ATTACHMENT II
Assurance of Compliance

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

His Daughters House
ORGANIZATIONS

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 MOU.

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
3870 La Sierra Avenue, Unit 204
Riverside, CA 92505

Address of Vendor/Recipient
(08/13/01)
CR50-Vendor Assurance of Compliance

HDH's Authorized Signature

ATTACHMENT III
 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 Torno		
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.



Authorization for Sharing Your Personally Identifiable Information for the Domestic Violence Support System Collaborative

Client Name:

Date of Birth:

The County of Riverside (“County”) is asking for your authorization to allow sharing of your Personally Identifiable Information (“PII”). If you agree, your information will be shared with (to and from) the County and the following types of organizations to help coordinate your resources and housing assistance.

- Case Management
- Social Services Support
- Confidential Prevention and Intervention Services
- 24-Hour Hotline Support
- Crisis Counseling
- Safety Planning
- Assistance with Locating a Shelter
- Rapid ReHousing Assistance
- Provide Advocacy

Sharing information makes it easier to see if you are eligible for resources. It also allows you to get services and take part in programs run by the County and other organizations in Riverside County. This includes homeless service providers, housing groups, healthcare providers, and any other appropriate service providers.

Signing this Authorization Form (“Form”) is your choice. No matter what you choose, it will not change your ability to receive services, housing, or advocacy.

By signing this Form, you are authorizing your information to be shared with (to and from) the County and the types of organizations shown above. It will be used to see if you are eligible for other resources, help link you to them, and help coordinate between them to better serve you.

If you do not sign this Form, you can still receive services, housing assistance, or advocacy. Not signing may keep you from being able to fully take part in certain programs within the County for coordinating your care.



How will sharing benefit me?

If you allow your information to be shared, those serving you will be able to:

- Identify and connect you to programs, services, or resources that could benefit you and/or your dependents.
- Better coordinate your care.
- Improve your quality of services.
- Conduct other program work within the County.

How will it be shared?

Your information will be shared through the electronic database called the County of Riverside Continuum of Care Homeless Management Information System ("HMIS"). The HMIS securely records information about clients accessing housing services within Riverside County.

Who will be sharing my information?

Your information will be shared with (to and from) the County and the types of organizations shown above. Organizations may include the people who staff County referral or advice call lines. They may also include the organization(s) involved in your care now, in the past, and in the future. A list of current organizations will be printed for you. It can also be accessed at <https://rivcohhpws.org/coc-homeless-management-information-system#2392643287-1060250865>.

The person or organization with whom your information has been shared may be able to use or disclose your information without being subject to privacy law.

Can I find out who my information is shared with?

You have the right to request a list of the organizations that have accessed your information using this Form.

What will be shared?

Information will be shared about programs and services you received in the past, get now, and in the future. This includes data about:

- Housing, human, and legal needs
- PII



- Self-reported medical history (including physical disability, developmental disability, chronic health condition, HIV/AIDS, mental health problem, or substance abuse)
- Domestic violence

What is still shared if I don't sign?

You are still eligible to receive services, housing assistance, or advocacy. Not signing may keep you from being able to fully take part in certain programs within the County for coordinating your care.

Can I limit what gets shared?

You may limit sharing of mental health treatment and HIV test results information in the special permissions section.

If I sign, can I change my mind later?

You have the right to change your mind about sharing and revoke this authorization at any time. This Form is valid until the date that you cancel or change it in writing.

- To cancel or make a change, talk with your case manager. You can complete a new Form to reflect the change(s). Any changes will take effect as of the date the new Form is signed.
- Any data or information shared before that time cannot be recalled.



Required Section: We need your special permission to share information about mental health treatment and HIV test results.

If you give permission, your mental health treatment and HIV test result information will be share with (to and from) the County and the types of organizations list above to help coordinate your care, resources, and human services. Even if these do not apply to your today, giving permission can help make sure your information can be shared in the future if needed.

Mental Health Treatment

I give permission to share information about my past, present, and future mental health treatment.

Yes No

HIV Test Results

I give permission to share information about my past, present and future HIV test results.

Yes No

By signing this Form, I agree that:

- I have read this Form or a Riverside County Representative or Domestic Violence Partner has read it to me.
- I understand it.
- I give authorization for my information to be shared as described above.
- This authorization will remain in effect for a period of 1 year, or until I change or revoke my authorization in writing. I can do this by contacting my case manager.

Client Signature

Date

If signed by a person other than the client, please write that person's relationship to the client:

Relationship to Client

Personal Representative's Name

Revocation of Information Sharing Authorization

Client Name:

Date of Birth:

I wish to revoke my authorization (please send to your case manager)

Signature of Client or Client's Legal Representative:

Date:

If signed by Client's Legal Representative, state relationship and authority to do so:

HWSCOC-0004917

County of Riverside
Department of Housing and Workforce Solutions
3403 Tenth Street, Suite 300
Riverside, CA 92501

His Daughter's House

and

2021 HUD Continuum of Care Program Subrecipient Agreement

Bonus RRH

Grant Number:

CA2055D9D082100

Contract Number HWSCOC-0004917



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.



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- Attachment V – Continuum of Care Program Grant Agreement*
- Attachment VI – Application*

*Attachment incorporated by reference.

This Subrecipient Agreement for the HUD Continuum of Care Program (herein referred to as "Agreement") is made and entered into this _____ day of _____, 2023, by and between His Daughter's House, a California nonprofit corporation, (herein referred to as "SUBRECIPIENT"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing and Workforce Solutions (herein referred to as "COUNTY").

WHEREAS, the Department of Housing and Workforce Solutions (herein referred to as "HWS") has been designated by the COUNTY to provide coordination and administration of the COUNTY's Continuum of Care Program; and,

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

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS
 - A. "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 2020 HUD CoC Program.
 - B. "Application" refers to the approved application and its submissions prepared by SUBRECIPIENT, which is the basis on which HUD approved the Grant.
 - C. "APR" refers to the Annual Performance Report.
 - D. "Budget Amendment" means any change affecting the overall total grant amount awarded that may or may not affect the scope of work.
 - E. "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.
 - F. "CES" refers to the Riverside County Coordinated Entry System that serves to prioritize Homeless individuals according to longest length of homelessness and greatest service needs.
 - G. "CoC" refers to the Continuum of Care for Riverside County.
 - H. "Continuum of Care Program" or "CoC Program" refers to the HUD program designed to promote communitywide commitment to the goal of ending homelessness and provide funding for efforts by homeless service providers.
 - I. "COUNTY" or "HWS" refers to the County of Riverside and its Department of Housing and Workforce Solutions, which has administrative responsibility for this Agreement. HWS and COUNTY are used interchangeably in this Agreement.
 - J. "Domestic Violence" refers to abuse committed against an adult or minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has a child or is having or has had a dating or engagement relationship. For purposes of this subdivision,

“cohabitant means two unrelated adult persons living together for a substantial period of time, resulting in some permanency of relationship”. Factors that may determine whether persons are cohabitating include, but are not limited to:

- (1) Sexual relations between the parties while sharing the same living quarters;
 - (2) Sharing of income or expenses;
 - (3) Joint use or ownership of property;
 - (4) Whether the parties hold themselves out as husband and wife;
 - (5) The continuity of the relationship; and/or
 - (6) The length of the relationship.
- K. “Draw Down” refers to the HUD primary grant disbursement system called the Line of Credit Control System (LOCCS).
- L. “Expended” means all HUD funds obligated under this Agreement or Subcontract have been fully paid and receipted, and no invoices remain outstanding.
- M. “Family” or “household members” refers to the following persons:
- (1) Persons related by blood or marriage;
 - (2) Persons legally married to one another;
 - (3) Persons formally married to one another regardless of whether they still reside in the same household;
 - (4) Persons who have a child in common regardless of whether such persons are married or have lived together at any time;
 - (5) Unrelated persons who are continually or at regular intervals living in the same household or who have in past continually or at regular intervals lived in the same household; or
 - (6) Unrelated persons who have had intimate or continuous social contact with one another and who have access to one another’s household.
- N. “HMIS” refers to the Riverside County Homeless Management Information System.
- O. “HUD” refers to the United States Department of Housing and Urban Development.
- P. “LOCCS” refers to the HUD Line of Credit Control System.
- Q. “Participant(s)” refers to individuals who utilize supportive housing services, including referral services or individuals who are residents or former residents of the housing project.
- R. “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.

- S. "Project" refers to housing and/or supportive services for facilitating the movement of homeless individuals through the Continuum of Care into independent permanent housing.
- T. "Rapid Re-Housing" means 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.
- U. "RFP" refers to a Riverside County Request for Proposal.
- V. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the SUBRECIPIENT with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- W. "SUBRECIPIENT" refers to His Daughter's House including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and His Daughter's House are used interchangeably in this Agreement.
- X. "Technical Submission" refers to the second phase of the application process. Applicants who are conditionally selected for funding, are required to complete a detailed Project plan that contains technical information not described in the original Application.

2. DESCRIPTION OF SERVICES

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

3. PERIOD OF PERFORMANCE

This Agreement shall be effective September 1, 2023 ("Effective Date") and continues in effect through January 31, 2024 under the condition of successful annual renewal award by HUD, unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. COUNTY and SUBRECIPIENT agree that all services provided to the target population are estimated to be, and shall be, fully performed according to the project's performance period schedule as set forth in Schedule B, Scope of Services.

4. COMPENSATION

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

thirty (30) calendar days of the expiration or termination.

5. TERMINATION FOR CONVENIENCE

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

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

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

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

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

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

6. TERMINATION FOR CAUSE

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

Cause shall include, but is not limited to:

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

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

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

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

(5) withdrawal of HUD's expenditure authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

7. DEFAULT

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

(1) Issue a letter of warning advising SUBRECIPIENT of the default that establishes a date by which corrective actions must be completed and puts SUBRECIPIENT on notice that more serious actions will be taken if the default is not corrected or is repeated;

(2) Direct SUBRECIPIENT to submit progress schedules for completing the approved activities;

(3) Direct SUBRECIPIENT to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;

(4) Direct SUBRECIPIENT to reimburse the program accounts for costs inappropriately charged to the program; and/or

(5) Make recommendations to HUD to reduce or recapture the Grant.

B. No delay or omission by COUNTY in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any SUBRECIPIENT default.

8. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any term of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this

Agreement.

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

assess and evaluate SUBRECIPIENT's performance at any time, upon reasonable notice to the SUBRECIPIENT.

12. CONFIDENTIALITY

SUBRECIPIENT shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. SUBRECIPIENT shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. SUBRECIPIENT shall keep all confidential information received from COUNTY in the strictest confidence.

A. SUBRECIPIENT shall take special precautions, including, but not limited to, sufficient training of SUBRECIPIENT's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.

B. SUBRECIPIENT shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. SUBRECIPIENT shall not use such information for any purpose other than carrying out SUBRECIPIENT's obligations under this Agreement.

C. SUBRECIPIENT shall promptly transmit to COUNTY all third-party requests for disclosure of confidential information. SUBRECIPIENT shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. PERSONALLY IDENTIFIABLE INFORMATION

A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and SUBRECIPIENT may collect PII for such purposes, to the extent such activities are authorized by law.

B. SUBRECIPIENT may use or disclose PII only to perform functions, activities or services directly related to the administration of programs or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the client, are allowable. Any other use or disclosure of PII requires the express approval in writing by COUNTY. SUBRECIPIENT shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.

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

14. HOLD HARMLESS/INDEMNIFICATION

SUBRECIPIENT agrees to indemnify and hold harmless COUNTY, its departments, agencies,

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

15. INSURANCE

- A. Without limiting or diminishing SUBRECIPIENT's obligation to indemnify or hold COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
- C. SUBRECIPIENT's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, SUBRECIPIENT's carriers shall either;
 - 1) reduce or eliminate such self-insured retention as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. SUBRECIPIENT shall cause SUBRECIPIENT's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein

is in full force and effect. SUBRECIPIENT shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

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

16. WORKER'S COMPENSATION

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

17. VEHICLE LIABILITY

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then SUBRECIPIENT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as Additional Insured.

18. COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SUBRECIPIENT's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or

be no less than two (2) times the occurrence limit.

19. PROFESSIONAL LIABILITY

If, at any time during the duration of this Agreement and any renewal or extension thereof, the SUBRECIPIENT, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the SUBRECIPIENT shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If SUBRECIPIENT's Professional Liability Insurance is written on a claim made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made, insurance policy SUBRECIPIENT shall purchase at his sole expense either: 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that SUBRECIPIENT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

20. INDEPENDENT CONTRACTOR

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

21. USE BY POLITICAL ENTITIES

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

22. LICENSES AND PERMITS

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

23. NO DEBARMENT OR SUSPENSION

SUBRECIPIENT certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or

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

24. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

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

25. CLEAN AIR/WATER ACTS

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

26. LEAD BASED PAINT

If applicable, SUBRECIPIENT shall comply with the requirements, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4821-4846) and implementing regulations issued pursuant thereto (24 CFR Part 35).

27. ENVIRONMENTAL REQUIREMENTS

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

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

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

28. EMPLOYMENT PRACTICES

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

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

- C. In the provision of benefits, SUBRECIPIENT shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.
- D. By signing this Agreement or accepting funds under this Agreement, SUBRECIPIENT shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).
- E. SUBRECIPIENT shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirements for child support enforcement shall constitute a material breach of this Agreement.

29. PERSONNEL

- A. Upon request by COUNTY, SUBRECIPIENT agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult Participants. The list shall include:
 - (1) All staff who work full or part-time positions by title, including volunteer positions;
 - (2) A brief description of the functions of each position and hours each position worked; and
 - (3) The professional degree, if applicable, and experience required for each position.
- B. COUNTY has the sole discretion to approve or not approve any person on the SUBRECIPIENT's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult Participants. COUNTY shall notify SUBRECIPIENT in writing of any person not approved, but to protect Participant confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, SUBRECIPIENT shall immediately remove that person from providing services under this Agreement.
- C. Background Checks
SUBRECIPIENT shall conduct criminal background record checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Participants, SUBRECIPIENT shall have received a criminal background record check from the State of California Department of Justice (DOJ). A signed certification of such criminal background record check and, as appropriate, a signed justification and clearance from Contractor or Designee demonstrating fitness to perform duties shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.

30. LOBBYING

- A. SUBRECIPIENT shall ensure no federal appropriated funds have been paid or will be paid by

or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with such federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. SUBRECIPIENT shall require that the language of this certification be included in the award document for sub-awards at all tiers, including Subcontracts, sub-grants, contracts under grants, loans, cooperative agreements, and all sub-recipients shall certify and disclose accordingly.

31. ADVERSE GOVERNMENT ACTION

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

32. SUBCONTRACTS

- A. No contract shall be made by the SUBRECIPIENT with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the SUBRECIPIENT and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.
- B. SUBRECIPIENT shall not enter into any Subcontract with any subcontractor who:
 - (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
 - (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud; a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; or

(4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

- C. SUBRECIPIENT shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
- D. SUBRECIPIENT shall insert clauses in all Subcontracts to bind its subcontractors to the terms and conditions of this Agreement.
- E. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of SUBRECIPIENT and COUNTY.
- F. In the event that SUBRECIPIENT enters into Subcontracts with subcontractors, as provided herein, SUBRECIPIENT shall Expend one hundred percent (100%) of HUD CoC funds by the end of the Period of Performance, or HUD's expenditure deadline for the use of funds, whichever is sooner.

33. SUPPLANTATION

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

34. ASSIGNMENT

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

35. FORCE MAJEURE

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

36. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.

37. DISPUTES

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

to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

38. ADMINISTRATIVE/CONTRACT LIAISON

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

39. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

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

B. Participant Complaints

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

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

Civil Rights Complaints should be referred to:

CoC Program Manager
Riverside County Housing and Workforce Solutions
3403 10th Street, Suite 300
Riverside, CA 92501

C. Services, Benefits and Facilities

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

- (1) Denying a Participant any service or benefit or availability of a facility.

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

D. Cultural Competency

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

40. NOTICES

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

COUNTY:

Housing and Workforce Solutions
3403 Tenth Street, Suite 300
Riverside, CA 92501

SUBRECIPIENT:

His Daughter's House
10411 Hole Ave.
Riverside, CA 92505

41. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement 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 Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement 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. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. 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.

42. SIGNED IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

43. MODIFICATION OF TERMS

The budget amounts and period of performance in this Agreement may be modified as allowed or approved by HUD by written request from subrecipient(s) and/or approval letter from COUNTY. Modification beyond these parameters may be made only by a written amendment signed by authorized representatives of both parties.

44. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

Authorized Signature for SUBRECIPIENT:	Authorized Signature for COUNTY:
Printed Name of Person Signing: Adrienne Mason	Printed Name of Person Signing: Heidi Marshall
Title: Chief Executive Officer	Title: Director, HWS
Date Signed:	Date Signed:

Schedule A
Payment Provisions

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. SUBRECIPIENT shall be reimbursed by HUD, utilizing a Draw Down process, for an amount not to exceed \$185,000. The COUNTY shall be reimbursed by HUD for an amount not to exceed \$185,000. Said funds shall be spent in accordance with the line item budget below:

Commented [A1]: By HUD or by COUNTY

Budget Category	Budget
Leasing	\$0.00
Rental Assistance	\$51,909.85
Support Services	\$105,661.61
Operating Costs	\$0.00
HMIS	\$11,182.19
Administrative Costs (Subrecipient)	\$8,123.18
SUBRECIPIENT TOTAL	\$176,876.83
Administrative Costs (County)	\$8,123.17
GRAND TOTAL	\$185,000.00

- The table above may be changed (without changing the total amount) as approved by HUD with written approval from HWS.
- Updated budget and spending milestone table for the subsequent terms with the total amounts awarded by HUD will be provided by HWS when available.
- Subrecipient must meet the prorated monthly spending milestones in each line item in the table above and submit the Fiscal Performance in the Monthly Performance Report by the 10th business day of the following month (Note: Monthly spending milestones are the amounts of the budget line items divided by the number of months in the Period of Performance).
 - b. SUBRECIPIENT will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation is not provided, COUNTY may delay payment until the information is received by COUNTY.
 - c. SUBRECIPIENT shall submit claim in accordance with the HWS Administrative Handbook for HUD Continuum of Care Funded Programs attached hereto as Attachment III and incorporated herein by this reference.
 - d. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. Each claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days (see A.4 DISBURSEMENT OF FUNDS for actual payment information).
 - e. All Program funds shall be expended by End Date.
 - f. SUBRECIPIENT shall ensure that funds provided under this Agreement are not used to pay developer's fees, to establish working capital, or operate deficit funds.

g. Cash or In-Kind Match Documentation

1. The SUBRECIPIENT shall provide cash or in-kind match documentation as set forth in the HWS Administrative Handbook for HUD Continuum of Care Funded Programs (Attachment IV).
2. In the event that SUBRECIPIENT does not meet the requirements as set forth in paragraph A.1.g.1. above, COUNTY reserves the right to suspend or terminate this Agreement.

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

i. Disallowed Costs include, but not limited to, any ineligible costs by the program and funding source and any costs that can be avoided or minimized under proper management and accounting principles such as late fees and penalty.

A.2 FINANCIAL RESOURCES

During the term of this Agreement, SUBRECIPIENT shall maintain sufficient financial resources necessary to fully perform its obligations. SUBRECIPIENT confirms there has been no material financial change in SUBRECIPIENT (including any parent company) since its last financial statement that has resulted in a negative impact to its financial condition.

A.3 DISALLOWANCE

If SUBRECIPIENT receives payment under this Agreement which is later disallowed by the COUNTY for nonconformance with the Agreement, SUBRECIPIENT shall promptly refund the disallowed amount to COUNTY, or, at its option, COUNTY may offset the amount disallowed from any payment due to SUBRECIPIENT.

A.4 DISBURSEMENT OF FUNDS

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

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

A.5 REALLOCATION OF FUNDS

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

A.6 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 HWS. Any Budget Amendments must be requested by the

HWSCOC-0004917

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.

A Budget Modification, Budget Amendment and/or any other Amendment of Agreement may be conducted based on mutual agreement between the COUNTY and SUBRECIPIENT, upon written approval from HWS. 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, and consideration for future funding opportunities.

Schedule B
Scope of Services

- A. SUBRECIPIENT shall be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. SUBRECIPIENT shall also provide Participant linkages to other sources of support. SUBRECIPIENT shall keep records and reports established to carry out the program in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- B. SUBRECIPIENT shall operate the Project in accordance with the provisions of title IV of the McKinney-Vento Homeless Assistance Act (42 USC 11301 et seq.) and the Continuum of Care Program rule.
- C. SUBRECIPIENT shall be responsible for meeting the requirements included in the HWS Administrative Handbook for HUD Continuum of Care Funded Programs (Attachment IV), the Continuum of Care Program Grant Agreement between HUD and COUNTY (Attachment V), and the Application (Attachment VI). SUBRECIPIENT shall use the most current version of Attachment IV. Any subsequent changes to Attachment IV issued by HWS shall automatically be incorporated and serve as Attachment IV to this Agreement. In the event any provisions of the attachments conflict with each other or this Agreement, the order of precedence shall be as follows: (1) Continuum of Care Program Grant Agreement between HUD and COUNTY, (2) the Application, (3) this Agreement, and (4) HWS Administrative Handbook for HUD Continuum of Care Funded Programs.
- D. SUBRECIPIENT shall be responsible for assuring that Participants served under this Agreement meet the criteria specified in federal law for Participants served under the CoC Program.
- E. SUBRECIPIENT must ensure that all CoC Program Participants comply with the regulations applicable to the CoC program as set forth in 2 CFR Part 200, and 24 CFR Part 578. In the event that any federal or state laws or regulations, including without limitation regulations by HUD add, delete, modify, or otherwise change any statutory or regulatory requirements concerning the use or administration of these funds, HUD Program Participants shall comply with such requirements, as amended.
- F. SUBRECIPIENT must participate in the CoC Program Coordinated Entry System (CES). The CES is a part of the Riverside County CoC's cohesive and integrated housing crisis response system with our existing programs, bringing them together into a "no-wrong-door" system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals.
 1. Participation is defined by CES training attendance, complying with Riverside County CES Policies and Procedures, data collection, valid user agreements, and entering required client data on a regular and timely basis.
<https://www.harivco.org/CountyofRiversideContinuumofCare/tabid/239/Default.aspx>
 2. SUBRECIPIENT shall work with the CES Lead Agency to ensure that screening, assessment and referral of program participants are consistent with the CES Policies and Procedures which is located on the County of Riverside CoC website:
<https://www.harivco.org/CountyofRiversideContinuumofCare/tabid/239/Default.aspx>

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 HUD 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 HUD, including, but not limited to, a statewide data integration environment.
- G. SUBRECIPIENT shall complete and submit all items on the Project Startup Checklist and related items within the first 30 days of Period of Performance.
- H. SUBRECIPIENT shall complete and submit the Monthly Performance Report by the 10th business day of the following month. (see Attachment I.)
- I. SUBRECIPIENT shall adhere to the CoC Program Admin Handbook and HMIS Charter. (Note: CES project must also adhere to the applicable items of [HUD Coordinated Entry Self Assessment](#).)
- J. SUBRECIPIENT shall comply with the Educational Assurance requirements as stipulated in the McKinney-Vento Homeless Education Assistance Improvements Act.
- K. SUBRECIPIENT agrees to participate in the Homeless Management Information System (HMIS).
1. Participation is defined by HMIS as training attendance, complying with Riverside County HMIS security policies and procedures, and entering required Participant data on a regular and timely basis.
 2. COUNTY retains the rights to the HMIS and case management software application used for the operation of this property. COUNTY will grant SUBRECIPIENT access to use the HMIS software for the term of this Agreement.
 3. SUBRECIPIENT shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside Continuum of Care HMIS Charter, which is located on the County of Riverside CoC website: <https://www.harivco.org/Portals/0/Documents/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>
 4. SUBRECIPIENT must maintain a valid HMIS End User Agreement on file with the COUNTY, which is located on the County of Riverside CoC website: <https://www.harivco.org/Portals/0/Documents/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>

5. SUBRECIPIENT must refer to the HWS Administrative Handbook for HUD Funded Programs (Attachment III) for further HMIS recordkeeping requirements.

L. SUBRECIPIENT certifies that:

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

M. RECORDKEEPING AND REPORTING

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

N. MONITORING GRANT ACTIVITIES

SUBRECIPIENT shall comply with the monitoring of grant activity requirements found in the HWS Administrative Handbook for HUD Continuum of Care Funded Programs (Attachment IV).

O. SCOPE OF WORK

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

1. Project Description

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

The project provides rapid rehousing services throughout Riverside County to homeless families fleeing domestic violence that meet Continuum of Care Program eligibility criteria. This project

follows a Housing First approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements. This project is modeled after evidence-based DV HF programs that focus on rapid stabilization with flexible supportive services, safety planning, a trauma-informed approach to domestic violence advocacy and a case management structure designed to support victims on their path towards creating safe and healthy lives. The programmatic goals are to assist survivors strengthen their own psychological capacities to empower themselves to safely deal with past trauma, recover from abuse, build healthy relationships and safely access stable housing and other community supports in a non-traumatizing way. The primary barriers survivors of violence face are the immediate need for safety and confidentiality, economic insecurity, and discrimination when trying to access shelter and housing. This project will help address these gaps in services through broad collaboration to ensure continuity of services within the Continuum.

Rental assistance coupled with trauma-informed case management by domestic violence professionals will help clients overcome their traumatic experiences, provide the necessary life skills to make the client successful in their housing and increase household income to achieve housing stability and independence when rental assistance is no longer provided.

The placement process will initiate through the Riverside County CES and individual case plan will be executed to assess the client’s safety needs. Goals will be set between the client and case management to begin the immediate connection to support services. All Programs services are Client-Centered, giving priority to mental health stability, employment, legal assistance, and financial education.

Services will be rendered equally regardless of gender, sexual orientation, language, disability, ethnicity, religious preferences, and socioeconomic status; and the CM will develop culturally relevant and non-traumatizing community-based referrals and linkages.

The project participates in the Homelessness Management Information System (HMIS) and follows the Continuum of Care Riverside County HMIS Charter and the HMIS Data Standards released by U.S Department of Housing and Urban Development (HUD).

2. Project Performance Period Schedule

From September 1, 2023 to January 31, 2024

Under exceptional circumstance, the project’s performance period schedule may change as allowed or required by HUD.

3. Project Detail

Project Component Type:	Permanent Housing – Rapid Rehousing
Specific Population Focus:	Victims of Domestic Violence
100% Dedicated/DedicatedPLUS:	N/A
# of Units:	[#]
# of Beds:	[#]
# of Dedicated CH Beds:	[#]
Housing Type and Location:	Scattered-site apartments (including efficiencies)

Address:	[STREET ADDRESS, CITY, STATE, ZIPCODE]
Funding Costs for:	Rental Assistance, Supportive Services, HMIS,

- Updated project detail table for the subsequent terms awarded by HUD will be provided by HWS when available.

4. Outcomes (Data and Analysis)

SUBRECIPIENT shall collect and report anticipated performance measures for meeting the following benchmarks:

Outcome Performance Measures	Total
# of Units / Households served through [permanent supportive housing]	Minimum [#]
# of Beds / Persons served through [permanent supportive housing]	Minimum [#]
% Persons exited achieved housing stability	Minimum 90%
% Persons exited back into homelessness	Maximum 10%
Mainstream benefit attainment	Minimum 80%
Increase in income/employment	Minimum 30%

Commented [A2]: Is there a # for outcome performance measure?

- Subrecipient must meet 100% of the Outcome Performance Measure(s) in the table above in each month during the last 12 months of the Period of Performance for new projects or during the entire 12 months of the Period of Performance for renewal projects.
- Updated outcomes table for the subsequent terms awarded by HUD will be provided by HWS when available.

ATTACHMENT I
MONTHLY PERFORMANCE REPORT



Monthly Performance Report
for the month of _____, 20
(due on the 10th business day after the above stated month)

Organization Name: _____
 Project Name: _____
 Contact Person: _____ Position: _____
 Email: _____ Phone Number: _____
 Project Start Date: _____ Project End Date: _____
 Total Award Amount: _____

Part 1: Program Performance			
<i>(Please attach support documentation such as data/reports from HMIS or comparable database for DV projects)</i>			
Measures per Contract	Contract Total	Accumulated Actual	Actual % of Goal
# of Units / Households served	Minimum 60		%
# of Beds / Persons served	Minimum 80		%
% Persons achieved housing stability	Minimum 90%		%
% Persons exited back into homelessness	Maximum 10%		%
Mainstream benefit attainment	Minimum 80%		%
Increase in income/employment	Minimum 30%		%

Part 2: Fiscal Performance			
Budget Categories	Contract Total	Accumulated Actual	Actual % of Goal
Leasing	\$	\$	%
Rental Assistance	\$	\$	%
Supportive Services	\$	\$	%
Operating Costs	\$	\$	%
HMIS	\$	\$	%
Administrative Costs (Subrecipient)	\$	\$	%
Subrecipient Total	\$	\$	%

Part 3: Challenges:

-

Part 4: Request for Training / Technical Assistance

-

Part 5: Comments / Remarks

-

ATTACHMENT II
Privacy and Security Standards

I. PHYSICAL SECURITY

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

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

II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines

documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

- C. Minimum Necessary. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. Mobile Device and Removable Media. All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. Antivirus Software. All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. Patch Management.
 - 1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 - 2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
 - 3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 - 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. User IDs and Password Controls.
 - 1. All users must be issued a unique username for accessing PII.
 - 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
 - 3. Passwords are not to be shared.
 - 4. Passwords must be at least eight (8) characters.
 - 5. Passwords must be a non-dictionary word.
 - 6. Passwords must not be stored in readable format on the computer or server.
 - 7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
 - 8. Passwords must be changed if revealed or compromised.
 - 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters (!, @, #, etc.)
- H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- I. System Timeout. The systems providing access to PII must provide an automatic

timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

- J. Warning Banners. The systems providing access to PII must display a warning banner stating, at a minimum:
 - 1. Data is confidential;
 - 2. Systems are logged;
 - 3. System use is for business purposes only, by authorized users; and
 - 4. Users shall log off the system immediately if they do not agree with these requirements.
- K. System Logging.
 - 1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.
 - 2. The audit trail shall:
 - a. Be date and time stamped;
 - b. Log both successful and failed accesses;
 - c. Be read-access only; and
 - d. Be restricted to authorized users.
 - 3. If PII is stored in a database, database logging functionality shall be enabled.
 - 4. Audit trail data shall be archived for at least three (3) years from the occurrence.
- L. Access Controls. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- M. Transmission Encryption.
 - 1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
 - 2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
 - 3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- N. Intrusion Prevention. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

III. AUDIT CONTROLS

- A. System Security Review.
 - 1. The Contractor must ensure audit control mechanisms are in place.
 - 2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
 - 3. Reviews should include vulnerability scanning tools.
- B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.
- C. Change Control. All systems processing and/or storing PII must have a documented

change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

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

V. PAPER DOCUMENT CONTROLS

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

G. Faxing.

1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. Mailing.

1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the Contractor obtains prior written permission from the County to use another method.

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this Agreement, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

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

Breaches should be referred to:

HWS Privacy Officer
Riverside County Housing and Workforce Solutions
3403 Tenth Street, Suite 300
Riverside, CA 92501

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ATTACHMENT III
Assurance of Compliance

HUD-41901OHF (5-66) (Formerly CFA-1901)

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
ASSURANCE OF COMPLIANCE
WITH DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REGULATIONS UNDER TITLE VI OF THE
CIVIL RIGHTS ACT OF 1964**

His Daughter's House (hereinafter called the (Name) "Applicant") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and all requirements imposed by or pursuant to the Regulations of the Department of Housing and Urban Development (24 CFR, Subtitle A, Part 1) issued pursuant to that Title, to the end that, in accordance with Title VI of the Act and the Regulations, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department of Housing and Urban Development, and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department of Housing and Urban Development, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision or similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department of Housing and Urban Development.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal loans, advances, grants, properties, contracts or other Federal financial assistance extended after the date hereof to the Applicant by the Department of Housing and Urban Development, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

Date

SUBRECIPIENT's Authorized Signature

10411 Hole Ave.
Riverside, CA 92505

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

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ATTACHMENT IV
ADMINISTRATIVE HANDBOOK
HUD CONTINUUM OF CARE PROGRAM
2019 & 2020 GRANTS



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.

ADMINISTRATIVE HANDBOOK
HUD CONTINUUM OF CARE PROGRAM
2019 & 2020 GRANTS



Issue Date: August 31, 2021

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INTRODUCTION

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

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

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

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

HWS CoC CONTACTS

The HWS CoC website maintains a CoC Staff Roster with current contact information:

<https://www.harivco.org/ContinuumofCareDivision/tabid/235/Default.aspx>

Please reach out to the appropriate CoC Programs, Fiscal, HMIS, or Contracts contact with any questions. We are here to help make your project as successful as possible.

GLOSSARY

AFFH – Affirmatively Furthering Fair Housing

APR – Annual Performance Report

CPA – Certified Public Accountant

CES – Coordinated Entry System

CFR– Code of Federal Regulations

CoC– Continuum of Care

E-SNAPS – Electronic Special Needs Assistance Programs

HWS – Housing and Workforce Solutions

HMIS – Homeless Management Information System

HQS – Housing Quality Standards

HUD – Housing and Urban Development

LGBT – Lesbian, Gay, Bisexual, Transgender

MOU – Memorandum of Understanding

NOFA – Notice of Funding Availability

OMB – Office of Management and Budget

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

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

VAWA – Violence Against Women Act

A. FISCAL COMPONENTS

The Subrecipient's financial system must comply with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Specific regulations for HUD CoC grants are covered in 2 CFR Part 200 and 24 CFR Part 578 (Continuum of Care Program).

This Administrative Handbook summarizes these regulations, however, Subrecipients should be familiar with the full regulations and should reference them as needed.

1. CLAIMS

Due to the large volume of paperwork associated with most grants, generally, electronic claims are not accepted. A claim will not be considered as received until a hard copy of the claim with an original signature on the 3106 is received by HWS.

In some cases, electronic claims may be accepted instead of hard copies, at the sole discretion of HWS.

2. CLAIM FORMS

Claims should be received by HWS no later than 30 days after the end of the month in which services were provided using the 3106 HUD Programs Claim Form (see attached) with the required supporting documentation (see Section 5 *Supporting Documentation*). For example, a claim for March services should be received by April 30, and a claim for April services should be received by May 30.

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

3. TIME & ACTIVITY REPORTS

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

NOTE: One T&A report must be submitted for each pay period. Pay periods are not to be combined on one T&A.

4. REIMBURSEMENTS/DISBURSEMENT OF FUNDS

Generally, reimbursement payments are sent within forty-five (45) days after receipt

of a claim. An expenditure which is not authorized by the Agreement, or which cannot be adequately documented, shall be disallowed, and will not be paid to the Subrecipient.

The most common causes for a delay in reimbursement are:

- Lack of documentation
- Incomplete documentation
- Unclear documentation

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

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

5. MATCH (24 CFR §578.73)

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

Match can be cash or in-kind. Matching funds provided by the Subrecipient must be money provided to the project by one or more of the following: the Subrecipient, the federal government, state and local governments, and/or private resources. Matching funds provided by state or local government used in a matching contribution are subject to maintenance of effort requirements. Match provided by other funding sources must be eligible to be used as match for the CoC program.

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

All match must be for eligible activities and must follow the same documentation

requirements as a reimbursement request.

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

6. PROGRAM INCOME (24 CFR §578.97)

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

7. SUPPORTING DOCUMENTATION

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

If the same backup documentation applies to multiple claims (for example, a cost allocated between multiple grants), a copy of that backup documentation must be included in each claim. Claims for the same subrecipient are reviewed separately and may be reviewed by different staff members.

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

Any costs that are unusually large or are otherwise unusual in nature should include a justification for the purpose of the cost and its relation to the program and to the particular budget category that it is being claimed in. For example, an unusual cost being claimed to Supportive Services should include a programmatic justification

demonstrating how it fits into one of the categories under 24 CFR §578.53 (Supportive services).

Fiscal staff reviews each claim for expenses that are:

- Allowable (2 CFR §200.403)
- Allocable (2 CFR §200.404)
- Reasonable (2 CFR §200.405)

HUD has provided the following guidance on reasonable costs:
*“Costs are considered ‘reasonable’ if they do not exceed what a prudent person would incur under similar circumstances. All costs must pass the ‘rational person’ test by meeting all of the following criteria:
 The cost would be recognized as ordinary and necessary for the operation of the organization and/or project.
 The cost is in accordance with market prices for comparable goods or services as evidenced by cost estimates and documentation.
 The individuals responsible for incurring the cost acted with prudence and for the benefit of the organization and its activities.
 The cost has been incurred after following the established practices of the organization, in accordance with the terms and conditions of the award.”*

DOCUMENTATION REQUIRED BY HWS FISCAL PRIOR TO CLAIMING

At contract execution, all third-party MOU’s must be received.

At time of client housing move-in:

- Lease agreement, Rental Calculation, Rent Reasonableness, Utility Allowance worksheet (does not need to be submitted with each claim. **Must be submitted at client move-in and each time change occurs.**)

CLAIM DOCUMENTATION REQUIRED BY HWS

LEASING / RENTAL ASSISTANCE
● Invoice or documentation of rent amount and due date
● Proof of payment (cancelled check or check stub)
● Rent Reasonableness
STAFF (Leasing/RA, Operations, Supportive Services, HMIS, Admin)
● Time Sheet
● Time and Activity Report
● Pay Stub or Payroll Report
EXPENSES (Operations, Supportive Services, HMIS, Admin)

• Invoice or receipt that is dated and has a detailed explanation of charges.
• Proof of payment (cancelled check or check stub)

NOTE: Expenses for vacant staff positions are only eligible for 90 days. EX: Cell phone, tablet, internet, etc.

8. FEES AND MILEAGE

As per direction from HUD, following is information on the eligibility of some fees. Costs listed as eligible must be necessary and reasonable for performance of the project, as determined by HWS and/or HUD. Those not addressed will be handled on a case-by-case basis:

ELIGIBLE	NOT ELIGIBLE
Reconnection fees for utilities	Late fees on utilities that are either in the clients' name or in the agencies name
Utility arrears (as long as an invoice is included that shows the service period is within the grant period)	Late fees for rent
Money order fees	Tips, service fees and delivery fees for groceries
Convenience fees for online or phone payments	Credit card interest
Debit card fees	
Bag fees for groceries	

All mileage costs must be necessary and reasonable for performance of the project, as determined by HWS and/or HUD. Standards for mileage are as follows:

- If mileage is claimed according to distances from an online map service, a printout of the online map should be included with the request.
- If mileage is claimed according to odometer readings, a log with the to/from locations, purpose of travel, and before/after odometer readings should be included with the request. Odometer readings may differ from online map service results by up to five (5) miles. When reviewing the claim, HWS will check distances for some or all of the trips and, if found to be more than five (5) miles over an online map service result, will disallow any mileage costs over that amount for that trip.

9. CAPITAL PURCHASES (2 CFR §200.439)

Capital expenditures are allowable, provided that items with a unit cost of \$5,000 or more have the prior written approval of HWS **before the item is purchased**. HWS will require proof that due diligence was achieved on the part of the subrecipient to ensure

that the purchase is reasonable and was made using the federal procurement standards referenced in 2 CFR §200.318, §200.319, and §200.320.

10. PROCUREMENT STANDARDS

Agencies must follow the federal procurement standards found in 2 CFR §200.318, §200.319, and §200.320.

11. INDIRECT COSTS

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

12. IDENTIFYING LINE ITEMS

- Leasing (24 CFR §578.49)
- Rental Assistance (24 CFR §578.51)
- Supportive Services (24 CFR § 578.53)
 - Annual Assessment of Service Needs
 - Assistance with Moving Costs
 - Case Management
 - Child Care
 - Education Services
 - Employment Assistance and Job Training
 - Food
 - Housing Search and Counseling Services
 - Legal Services
 - Life Skills Training
 - Mental Health Services
 - Outpatient Health Services
 - Outreach Services
 - Substance Abuse Treatment Services
 - Transportation
 - Utility Deposits
 - Direct Provision of Services
- Operating Costs (24 CFR §578.55)
 - Maintenance and Repair of Housing
 - Property Taxes and Insurance
 - Replacement Reserves
 - Building Security
 - Electricity, Gas, and Water
 - Furniture
 - Equipment (lease, buy)

- HMIS (24 CFR §578.57)
 - Equipment
 - Software
 - Services
 - Personnel

- Administration (24 CFR §578.59)

13. BUDGET MODIFICATIONS (24 CFR §578.105)

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

- **Changes within a Budget Category**

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

- The total amount of the Agreement does not change;
- The Subrecipient delivers a written request to HWS, that adequately documents the need for a change and specifically identifies the items to be reduced/increased;
- The modification cannot remove any line item that was included in the original Application or Technical Submission (if applicable);
- Modification requests (i.e., other than rollovers) must be submitted to HWS before or upon submission of the final claim.

- **Changes between Budget Categories (up to 10 percent)**

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

- The total amount of the Agreement does not change;
- The Subrecipient delivers a written request to HWS, that adequately documents the need for a change and specifically identifies the categories and line items to be reduced/increased;
- The modification cannot remove any line item that was included in the original Application or Technical Submission (if applicable);
- Modification requests must be submitted to HWS no later than **ninety (90) days** prior to the end of the grant period.

- **Major Changes**

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

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

- **Conditions for Approval**

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

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

- **Requests for Approval**

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

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

14. ADVANCES

Advance requests are currently on hold, pending guidance from HUD.

15. SUBCONTRACTS

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

B. UNEXPENDED FUNDS AND CLOSEOUTS (2 CFR §200.344, 24 CFR §578.109)

The Subrecipient shall complete all necessary closeout procedures, including the APR, required by HWS within a period of not more than sixty (60) calendar days from the expiration date of this Agreement. This time period will be referred to as the financial closeout period. After the expiration of the financial closeout period, those funds not paid to the Subrecipient under this Agreement shall be recaptured by HUD. HWS is not liable for any expenses or costs associated with this Agreement after the expiration of the financial closeout period.

C. INSPECTION AND AUDITS

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

performance of this Agreement shall always be subject to inspection by HWS during the term of this Agreement. The Subrecipient shall provide adequate cooperation to any employee assigned by HWS in order to permit their determination of the Subrecipient's conformity with specifications and adequacy of performance and services being provided in accordance with this Agreement.

D. WITHHELD PAYMENTS

Unearned payments under this Agreement may be suspended or terminated if grant funds to HWS are suspended, terminated, or if the Subrecipient refuses to accept additional conditions imposed on it by HUD or HWS.

HWS has the authority to withhold funds under this Agreement pending a final determination by HWS of questioned expenditures or indebtedness to HWS arising from past or present agreements between HWS and the Subrecipient. Upon final determination by HWS of disallowed expenditures or indebtedness, HWS may deduct and retain the amount of the disallowed expenditures or indebtedness from the amount of the withheld funds.

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

E. FISCAL ACCOUNTABILITY

The Subrecipient agrees to manage funds received through HWS in accordance with sound accounting policies, incur and claim only eligible costs for reimbursement, and adhere to accounting standards established in 2 CFR Part 200.

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

F. AVAILABILITY OF FUNDING

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

G. REPORTING

Reporting due dates are determined by a project's operating start date. Each year is funded separately, and funds cannot be automatically rolled over from one year to another. Funds also may not be rolled over from one contract to another. Please note that different programs have different operating start dates.

1. The Subrecipient agrees to follow HWS instructions and guidance to complete the following reports in e-snaps, SAGE or any other system designated by HUD. Failure to submit these reports may lead to a delay in receiving future grant funds.
 - Preliminary Annual Performance Report (APR) around 3 to 6 months prior to end of the operating year. The Preliminary APR is a mechanism to ensure the quality of the actual APR proactively.
 - Annual Performance Report (APR) within sixty (60) days after the end of each operating year. Upon review for completeness and accuracy, HWS staff will submit the APR to HUD as required.
2. Additional reports may be requested at any time by HWS and/or HUD to meet other applicable reporting or audit requirements, as well as evaluating project performance.

H. RECORDKEEPING REQUIREMENTS

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

1. The Subrecipient must maintain and follow written intake procedures to ensure program compliance. The procedures must require documentation at intake of the evidence relied upon to establish and verify homeless or chronically homeless status and eligibility. The procedures must establish the order of priority for obtaining evidence as third-party documentation first, intake worker observations second, and certification from the person seeking assistance third. Records contained in HMIS, or comparable database used by victim service or legal service providers, are acceptable evidence of third-party documentation and intake worker observations if the HMIS, or comparable database, retains an auditable history of all entries, including the

person who entered the data, the date of entry, and the change made, and if the HMIS prevents overrides or changes of the dates on which entries are made.

2. As part of the Chronically Homeless definition, evidence that the individual is a homeless individual with a disability must include documentation at intake of the evidence relied upon to establish and verify the disability of the person applying for homeless assistance. Acceptable evidence of the disability includes written verification of the disability from a professional licensed by the state to diagnose and treat the disability and his or her certification that the disability is expected to be long-continuing or of indefinite duration and substantially impedes the individual's ability to live independently; written verification from the Social Security Administration; the receipt of a disability check (e.g., Social Security Disability Insurance check or Veteran Disability Compensation); intake staff-recorded observation of disability that, no later than 45 days from the application for assistance, is confirmed and accompanied by the required evidence.
3. Subrecipient must ensure that records of all grant activities are complete and correct to enable HWS/HUD to determine whether recipient and Subrecipients are meeting CoC Program Interim Rule requirements and must be retained for the five (5) years after final payment has been made or until all pending HWS, state, and federal audits, if any, are completed, whichever is later. If a restrictive covenant is in effect, records shall be maintained until the covenant expires.

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

4. Program participant records. In addition to evidence of homeless or chronically homeless status, as applicable, the Subrecipient must keep records for each program participant that document:
 - Coordinated Entry System (CES): Subrecipients must retain evidence of referral received from CES and/or HomeConnect that initiated program assistance.
 - Services provided: All services, assistance and type of supportive services provided to the program participant (at least one documented activity per month), including evidence that the Subrecipient has conducted an annual assessment of services for those program participants that remain in the program for more than a year and adjusted the service package accordingly, and including case management services as provided in 24 CFR §578.37(a)(1)(ii)(F), must be documented in the participant file. Where applicable, compliance with the termination of assistance requirement in 24 CFR §578.91.
 - Annual income: For each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant, the

Subrecipient must keep the documentation of annual income specified by HUD and completed by the Subrecipient; and source documents (e.g., most recent wage statement, unemployment compensation statement, public benefits statement, bank statement) for the assets held by the program participant and income received before the date of the evaluation; to the extent that source documents are unobtainable, a written statement by the relevant third party (e.g., employer, government benefits administrator) or the written certification by the Subrecipient's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period; or to the extent that source documents and third-party verification are unobtainable, the written certification by the program participant of the amount of income that the program participant is reasonably expected to receive over the 3-month period following the evaluation. Income of program participants must be calculated in accordance with 24 CFR §5.609 and 24 CFR §5.611(a).

- Calculation of occupancy charges: The Subrecipient must retain evidence of compliance with 24 CFR §578.77 (Calculating occupancy charges and rent), if occupancy charges are imposed.
- Utility allowance: For all utility allowance calculations, Subrecipients must utilize the most current utility allowance charts provided by the Housing Authority of the County of Riverside (see attachment).
- Housing standards: The Subrecipient must retain documentation of compliance with the housing standards in 24 CFR §578.75(b), including inspection reports.
- Occupancy agreements and leases: Subrecipient must retain all signed occupancy agreements or leases for program participants residing in housing.

I. PARTICIPATION IN COORDINATED ENTRY SYSTEM (24 CFR §578.7, 24 CFR §578.23)

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

“Coordinated entry is a key step in assessing the needs of homeless individuals and families and prioritizing them for assistance. In addition to engaging people who are seeking assistance, Coordinated Entry processes should be integrated with communities’ outreach work to ensure that people living in unsheltered locations are prioritized for help. Coordinated Entry should achieve several goals:

- make it easier for persons experiencing homelessness or a housing crisis to access the appropriate housing and service interventions;
- prioritize persons with the longest histories of homelessness and the most extensive needs;
- lower barriers to entering programs or receiving assistance; and,

- ensure that persons receive assistance and are housed as quickly as possible.

J. ASSESSMENT AND MONITORING

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

Reviews will be conducted by representatives from HWS CoC staff and the Subrecipient's fiscal liaison. The purpose of the monitoring visit is to assess how well the Subrecipient is implementing its grant and/or to offer technical assistance.

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

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

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

Subrecipients agree to facilitate and be subject to monitoring grant activities by HWS to ensure compliance with applicable CoC Program regulations and requirements. In addition, projects will be evaluated for HUD System Performance Measures outcome. The monitoring must cover each function and activity.

1. A monitoring session (whether onsite or virtual) of the homeless service provider shall occur whenever deemed necessary by HWS, but at least once during the grant period.
2. HWS will monitor the performance of the Subrecipient based on a risk assessment and according to the terms of this Agreement.

3. HWS will monitor the Subrecipient and funded project based on the performance measures used by HUD in the Continuum of Care Program. In the event that project- level or system-wide performance consistently remains in the lowest quartile compared to all participant Service Areas in the Continuum of Care allocation, HWS will work collaboratively with the Subrecipient to develop performance improvement plans which will be incorporated into this Agreement.
4. If it is determined that a Subrecipient falsified any certification, application and/or client information, financial, or contract report, the Subrecipient shall be required to reimburse the full amount of the CoC award to HWS and may be prohibited from any further participation in the CoC Program. HWS may impose any other actions permitted under 24 CFR §576.501(c).

K. HOUSING QUALITY STANDARDS

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

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

Housing provided to a CoC program participant must be decent, safe, and sanitary. This applies to leased housing and where rental assistance payments are made. 24 CFR §578.75(b).

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

Subrecipients must follow the HQS General Requirements listed below and must complete HUD 52580 HQS Inspection Checklist (24 CFR §982.401). See Exhibit D on page 32.

1. Sanitary facilities;
2. Food preparation and refuse disposal;
3. Space and security;
4. Thermal environment;
5. Illumination and electricity;

6. Structure and materials;
7. Interior air quality;
8. Water supply;
9. Lead-based paint;
10. Access;
11. Site and neighborhood;
12. Sanitary condition; and
13. Smoke Detectors.

Following are the types of inspections to be performed:

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

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

L. LEASE AGREEMENT (24 CFR §578.51)

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

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

M. RENT REASONABLENESS (24 CFR §578.51)

The Subrecipient must determine whether the rent charged for the unit receiving rental assistance is reasonable in relation to rents being charged for comparable unassisted

units, considering the location, size, type, quality, amenities, facilities, and management and maintenance of each unit. Reasonable rent must not exceed rents currently being charged by the same owner for comparable unassisted units.

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

Subrecipients must retain a completed rent reasonableness certification in the client file. See Exhibit E on page 40.

N. HEARTH ACT COMPLIANCE

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

1. Participation of Homeless Individuals

The HEARTH Act CoC Program Interim Rule states that the recipient or Subrecipient must document its compliance with the homeless participation requirements under 24 CFR §578.75(g), which is as follows:

Participation of homeless individuals.

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

2. Faith-Based Activities

Subrecipient shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or philosophical ritual, service, meeting or rite.

The HEARTH Act CoC Program Interim Rule states that the Subrecipient must document its compliance with faith-based activities requirements under 24 CFR §578.87(b), which is as follows:

Faith-based activities.

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

expression of its religious beliefs, provided that it does not use direct program funds to support or engage in any explicitly religious activities, including activities that involve overt religious content, such as worship, religious instruction, or proselytization, or any manner prohibited by law. Among other things, faith-based organizations may use space in their facilities to provide program-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, a Continuum of Care program-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

3. Involuntary Family Separation

The HEARTH Act CoC Program Interim Rule states that the recipient or subrecipient must document its compliance with involuntary family separation requirements under 24 CFR §578.93(e), which is as follows:

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

4. Discrimination Policy

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

O. HOUSING FIRST

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

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

P. AFFIRMATIVELY FURTHERING FAIR HOUSING (AFFH)

Affirmatively Furthering Fair Housing (AFFH) is a legal requirement that federal agencies and federal grantees further the purposes of the Fair Housing Act. This obligation to affirmatively further fair housing has been in the Fair Housing Act since 1968 (for further information see Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3608 and Executive Order 12892). HUD's AFFH rule provides an effective planning approach to aid program participants in taking meaningful actions to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination. As provided in the rule, AFFH means "taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all of a program participant's activities and programs relating to housing and urban development."

Q. EQUAL ACCESS RULE

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

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

R. VIOLENCE AGAINST WOMEN ACT (VAWA)

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

S. ENVIRONMENTAL REQUIREMENTS

The Subrecipient shall cooperate with HWS staff and supply all available, relevant information necessary for HWS to perform for each property any environmental review as required under 24 CFR Part 50. The Subrecipient shall also carry out mitigating measures required by HWS or select an alternate eligible property.

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

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

T. TERMINATION OF ASSISTANCE TO PROGRAM PARTICIPANTS (24 CFR §578.91)

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

U. PROJECT RENEWALS (24 CFR §578.33)

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

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

population targeted in the project application.

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

V. CRIMINAL BACKGROUND

The Subrecipient providing services to minors is required to conduct criminal background records checks on all employees, subcontractors, and volunteers providing services under the Continuum of Care Program. Subrecipient must retain a copy of a criminal background records verification and available for review by HWS.

CoC PROGRAM REFERENCE GUIDE

1. 24 CFR Part 578 (Continuum of Care Program)
<https://www.ecfr.gov/cgi-bin/text-idx?node=pt24.3.578>
2. McKinney-Vento Homeless Assistance Act as Amended
<https://www.hudexchange.info/resource/1715/mckinney-vento-homeless-assistance-act-amended-by-hearth-act-of-2009/>
3. 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
<https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>
4. HUD Exchange
<https://www.hudexchange.info/programs/coc/>
5. Sage HMIS Reporting Repository
<https://www.sagehmis.info/>
6. Coordinated Entry Policy Brief
<https://www.hudexchange.info/resource/4427/coordinated-entry-policy-brief/>
7. Riverside County CoC Division and Funded Programs Website
<https://www.harivco.org/HousingandUrbanDevelopmentContinuumofCareProgram/tabid/238/Default.aspx>

EXHIBIT A

COUNTY OF RIVERSIDE

U.S. Department of Housing and Urban Development
Continuum of Care Homeless Assistance Programs

Continuum of Care Program

Grant No. _____ Claim No. _____

Prepared by: _____ Tel #/Ext. _____

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

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

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

Date of Service: _____

For County Use Only

Line Item	Activity	Description	Cash/In-Kind Match	Amount Billed	Amount Paid
TOTAL					

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

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

Authorized Signature: _____ Date of Request: _____

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

3106 (REV. 3/2020) HUD Program Claim Form

EXHIBIT B

HUD CONTINUUM OF CARE TIME/ACTIVITY REPORT
 SUBRECIPIENT NAME - EMPLOYEE NAME

DATE: (dates for pay period)

	GRANT #																															TOTAL					
	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						
LEASING/RENTAL ASSISTANCE																																					
Leasing/Rental Assistance																																			0.00		
Total Leasing/RA																																			0.00		
SUPPORTIVE SERVICES																																					
Assessment of Service Needs																																			0.00		
Assistance with Moving Costs																																			0.00		
Case Management																																				0.00	
Crisis Care																																				0.00	
Education Services																																				0.00	
Employment Assistance																																				0.00	
Food																																				0.00	
Housing/Counseling Services																																				0.00	
Legal Services																																				0.00	
Life Skills																																				0.00	
Mental Health Services																																				0.00	
Outpatient Health Services																																				0.00	
Outreach Services																																				0.00	
Substance Abuse Treatment Services																																				0.00	
Transportation																																				0.00	
Utility Deposits																																				0.00	
Direct Provision of Svcs																																				0.00	
Total Supp. Svcs																																				0.00	
OPERATIONS																																					
Maintenance/Repair																																				0.00	
Property Liab. and Insurance																																				0.00	
Security Services																																				0.00	
Electricity, Gas & Water																																				0.00	
Furniture																																				0.00	
Equipment																																				0.00	
Total Operations																																					0.00
HRIS																																					
Personnel																																				0.00	
Total HRIS																																					0.00
ADMIN																																					
Admin																																				0.00	
Total Admin																																					0.00
NON-PROJECT																																					
Non-Project																																				0.00	
Total Non-Project																																					0.00
Vacation																																				0.00	
Sick																																				0.00	
Holiday																																				0.00	
Other Paid Time Off																																				0.00	
Total Fringe																																					0.00
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		

Total Hours 0.00
 Total Fringe Hrs 0.00
 Difference 0.00
 Actual Hrs - Leasing/RA 0.00
 Actual Hrs - Supp. Svcs. 0.00
 Actual Hrs - Operations 0.00
 Actual Hrs - HRIS 0.00
 Actual Hrs - Admin 0.00

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

Employee Signature _____ Date _____

Supervisor Signature _____ Date _____

revised 9/10/2013

EXHIBIT D

Inspection Checklist

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

OMB Approval No. 2577-0169
(Exp. 07/31/2022)

Housing Choice Voucher Program

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

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

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

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

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

B. Summary Decision On Unit (To be completed after form has been filled out)			
<input type="checkbox"/> Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms	
<input type="checkbox"/> Fail			
<input type="checkbox"/> Inconclusive			

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

Previous editions are obsolete

Page 1 of 8

form HUD-52580 (7/2019)

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

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

Previous editions are obsolete

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

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

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

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

C. Special Amenities (Optional)

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

D. Questions to ask the Tenant (Optional)

1. Living Room

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

2. Kitchen

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

3. Other Rooms Used for Living

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

4. Bath

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

5. Overall Characteristics

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

6. Disabled Accessibility

Unit is accessible to a particular disability. Yes No
Disability

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

EXHIBIT E

RENT REASONABLENESS CHECKLIST AND CERTIFICATION

	Proposed Unit	Unit #1	Unit #2	Unit #3
Address				
Number of Bedrooms				
Square Feet				
Type of Unit/Construction				
Housing Condition				
Location/Accessibility				
Amenities				
Unit:				
Site:				
Neighborhood:				
Age in Years				
Utilities (type)				
Unit Rent				
Utility Allowance				
Gross Rent				
Handicap Accessible?				

CERTIFICATION:

A. Compliance with Payment Standard

$$\overline{\text{Proposed Contract Rent}} + \overline{\text{Utility Allowance}} = \overline{\text{Proposed Gross Rent}}$$

Approved rent does not exceed applicable Payment Standard of

\$_____.

B. Rent Reasonableness

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit [] is [] is not reasonable.

Name:	Signature:	Date:
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Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Ray Burkert

Address: _____

City: _____ Zip: _____

Phone #: _____

Date: _____ Agenda # _____

3.14 ✓
11.15 ✓
11.16 ✓
11.17 ✓
11.18 ✓

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ Support _____ Oppose _____ Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

_____ Support _____ Oppose _____ Neutral

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda/Public Comment:

Notwithstanding any other provisions of these rules, a member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. Donated time is not permitted during Public Comment.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin to flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. *Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.*

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman, may result in removal from the Board Chambers by Sheriff Deputies.