

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



**ITEM: 3.19  
(ID # 22736)**

**MEETING DATE:**  
Tuesday, October 17, 2023

**FROM :** HOUSING AND WORKFORCE SOLUTIONS:


**SUBJECT:** HOUSING AND WORKFORCE SOLUTIONS (HWS): Ratify and Approve Subrecipient Agreement No. HWSCoC-MOU-0000003 for the State of California Department of Housing and Community Development (HCD) 2018 California Emergency Solutions and Housing (CESH) Program with the Department of Public Social Services (DPSS) to provide Housing and Support Services to Seniors for the Riverside County Service Area Continuum of Care (CoC) from August 1, 2023 through August 6, 2024; All Districts. [Total Cost \$175,188 - 100% State]

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

1. Ratify and Approve the Subrecipient Agreement No. HWSCoC-MOU-0000003 with Department of Public Social Services, substantially conforming in form and substance to the attached agreement, for the Rapid Re-Housing Program for an amount not to exceed \$175,188.43 for the period of August 1, 2023, through August 6, 2024;

Continued on Page 2

**ACTION:Policy**

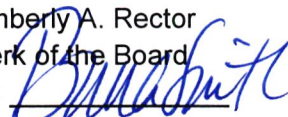
  
Heidi Marshall, Director 9/25/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Gutierrez, 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 17, 2023  
xc: HWS

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

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

2. Authorize the Director of HWS, or designee, charged with the responsibility of administering and implementing the Subrecipient Agreement and associated program, as the Administrative Entity of the CoC, to execute Subrecipient Agreement No. HWSCoC-MOU-0000003 (CESH Subrecipient Agreement) on behalf of the County, as approved as to form by County Counsel; and
  
3. Authorize the Director of HWS, or designee, charged with the responsibility of administering and implementing the 2018 CESH Subrecipient Agreement and associated programs, based on the availability of funding and as approved as to form by County Counsel to: (a) sign amendments to the Agreement that make modifications to the scope of services that stay within the intent of the agreements; and (b) sign amendments to the compensation provision of the agreement that do not exceed the additional grant amount awarded by HCD, up to an additional maximum amount of \$175,188.43.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$175,188	\$ 0	\$175,188	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> State Funding 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 23/24	

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

**Prev. Agn. Ref:** 12/11/2018, Item 3.31; 4/21/2020, Item 3.18, 11/03/2020, Item 3.8

**BACKGROUND:**

The California Department of Housing and Community Development (HCD) administers the California Emergency Solutions and Housing (CESH) program with funding received from the Building Homes and Jobs Act Trust Fund (SB 2, Chapter 364, Statutes of 2017) to assist persons experiencing homelessness, or at risk of homelessness.

As authorized by SB 850 (Chapter 48, Statutes of 2018), the 2018 CESH Program was a \$53 million grant program designed to provide direct assistance to cities and counties to address the homelessness crisis throughout California. Continuum of Care Administrative Entities were eligible to receive program funding based on the following formula:

1. The 2017 Homeless Point-In-Time Count;
2. The number of extremely low-income households in rental housing that pay more than 50% of household income on rent; and
3. The percentage of households below the federal poverty line.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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**Summary**

On December 11, 2018, Riverside County's Board of Supervisors approved Resolution No. 2018-194, authorizing the Department of Housing and Workforce Solutions (HWS) to submit the application and accept the 2018 CESH grant funding. HWS serves as the administrative entity over the Riverside County Continuum of Care (CoC), a network of local stakeholders (i.e., county departments, cities, community and faith-based organizations, and other private organizations) who meet regularly to coordinate, plan, and facilitate efforts to address homelessness in the region. Additionally, HWS works closely with the CoC's Board of Governance (BoG) to allocate funding towards activities that propel this mission forward.

On January 11, 2019, the CoC received notice that it was awarded \$1,344,336. The funding was allocated to two projects through a competitive bid application process and was to be used to carry out Rapid Re-Housing (temporary rental assistance) and Bridge Housing. The funding assisted homeless individuals by providing bridge housing while they worked on securing permanent housing, and then coordinated ongoing supportive services to ensure individuals are successful in stabilized housing and reaching self-sufficiency. Each project had a period of performance of January 1, 2020 through August 6, 2024.

The department has identified funding in the amount of \$175,188.43 that needs to be reallocated to another subrecipient. This action is necessary in order to fulfill the department's contractual obligations with the state and to fully expend 100% of the funding. The funding was recaptured on August 15, 2022, from Social Work Action Group (SWAG), one of the two original subrecipients of the award who requested to withdraw their award due to capacity challenges within the organization.

On August 18, 2022, the Riverside County's CoC Board of Governance (BoG) met to approve the inclusion of the recaptured \$175,188.43 in CESH I funds from SWAG in a local Invitation to Bid (ITB) that would be coming out later that year. The ITB was released on December 15, 2022, through February 2, 2023, the Riverside County's CoC BoG approved the allocation to the Department of Public Social Services to provide housing assistance to seniors. Financial assistance provided includes temporary rental assistance, motel/hotel vouchers, landlord incentives, and the purchase of other goods/services for housing stabilization. The project is estimated to assist 15 new individuals/households.

**Impact on Residents and Businesses**

The CoC, the County of Riverside and its subrecipients continues to improve the lives of homeless men, women and children through direct housing and service programs funded by the 2018 CESH grant.

**Additional Fiscal Information**

No County General Funds are required.

**ATTACHMENTS:**

- Attachment A: Subrecipient Agreement No. HWSCoC-MOU-0000003 with DPSS

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

  
Brianna Lontajo, Principal Management Analyst 10/11/2023

  
Aaron Gettis, Deputy County Counsel 9/28/2023

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

MEMORANDUM OF UNDERSTANDING: HWSCoC-MOU-0000003  
AGENCIES: Riverside County Housing and Workforce Solutions  
Riverside County Department of Public Social Services  
MOU EFFECTIVE PERIOD: August 1, 2023 – August 6, 2024  
MAXIMUM REIMBURSABLE AMOUNT: \$175,188.43

This Memorandum of Understanding, HWSCoC-MOU-0000003, for the California Emergency Solutions and Housing Program, (herein referred to as "MOU") is made and entered into by and between Riverside County Department of Housing and Workforce Solutions (herein referred to as "HWS") and Riverside County Department of Public Social Services ("SUBRECIPIENT").

**WHEREAS**, pursuant to Chapter 2.8 (commencing with Section 50490) of Part 2 of Division 31 of the Health and Safety Code, the State of California has established the California Emergency Solutions and Housing Program, administered by the California Department of Housing and Community Development (HCD); and,

**WHEREAS**, Homeless Housing Assistance and Prevention (HHAP) provides funding to Administrative Entities of Continuums of Care to assist persons experiencing homelessness or At-Risk of Homelessness; and,

**WHEREAS**, on January 11, 2019, SUBRECIPIENT received notice from HCD that SUBRECIPIENT was awarded [\$1,344,336] in CESH funds; and

**WHEREAS**, SUBRECIPIENT entered into Standard Agreement Number 18-CESH-12452 with the State of California to receive [\$1,344,336] of CESH funds; and,

**WHEREAS**, on April 21, 2020, the Riverside County Board of Supervisors approved Resolution No. 2020-102 to transfer Administrative Entity designation from SUBRECIPIENT to HWS; and

**WHEREAS**, on November 24, 2020, the Department of Housing and Community Development executed Amendment No. 1 to Standard Agreement No. 18-CESH-12452 to transfer ownership of 2018 CESH grant funding to HWS; and

**WHEREAS**, HWS desires to contract with SUBRECIPIENT for eligible uses of CESH funds that are consistent with Chapter 2.8 (commencing with Section 50490) of Part 2 of Division 31 of the Health and Safety Code which include, but are not limited to, one or more of the following:

- (1) Rental assistance, housing relocation and stabilization services to ensure housing affordability to individuals experiencing homeless or who are at risk of homelessness;
- (2) Operating subsidies in the form of 15-year capitalized operating reserves for new and existing affordable permanent housing units for homeless individuals and/or families;
- (3) Flexible housing subsidy funds for local programs that establish or support the provision of rental subsidies in permanent housing to assist homeless individuals and families. Funds used for purposes of this paragraph may support rental

assistance, bridge subsidies to property owners waiting for approval from another permanent rental subsidy source, vacancy payments, or project-based or operating reserves; (4) Operating support for emergency housing interventions, including, but not limited to, the following: (a) Navigation centers that provide temporary room and board and case managers who work to connect homeless individuals and families to income, public benefits, health services, permanent housing, or other shelter, (b) Street outreach services to connect unsheltered homeless individual and families to temporary or permanent housing, (c) Shelter diversion, including, but not limited to, homelessness prevention activities such those described in 24 CFR 576.103, and other necessary service integrations activities such as those described in 24 CFR 576.105, to connect individuals and families to alternate housing arrangements, services, and financial assistance; (5) Systems support for activities necessary to maintain a comprehensive homeless services and housing delivery system, including Coordinated Entry System (CES) data, and Homeless Management Information System (HMIS) reporting, and homelessness planning activities; (6) Development or updating of a CES, if the CoC does not have a system in place that meets the requirements of 24 CFR 576.400(d) or 24 CFR 578.7(a)(8), as applicable, and related HUD requirements, as set forth in Section II.E.3.A of the NOFA; (7) Development of a plan addressing actions to be taken within the CoC service area if no such plan exists; and (8) Contractor may contract with a Subrecipient if the Contractor determines that the Subrecipient is qualified to carry out the eligible activities with the allocated funds. Subrecipients shall include a unit of local government, a private non-profit, or a for-profit organization.

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

<b>Authorized Signature for Riverside County Department of Public Social Services:</b>	<b>Authorized Signature for Riverside County Housing and Workforce Solutions:</b>
Printed Name of Person Signing: Charity Douglas	Printed Name of Person Signing: Heidi Marshall
Title: Director of DPSS	Title: Director of Housing and Workforce Solutions
Address: 4060 County Circle Dr. Riverside, CA 92503	Address: 3403 Tenth Street, Suite 300 Riverside, CA 92501
Date Signed:	Date Signed:

[Signatures to Follow]

OCT 17 2023 3:19

Approval as to Form  
Minh C. Tran  
County Counsel

Paula Salcido  
Deputy County Counsel

By: Paula S. Salcido

Date: Sep 13, 2023

Katherine Wilkins  
Deputy County Counsel

By: Katherine Wilkins

Date: Sep 14, 2023

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- Attachment VI – HMIS Participating Agency Agreements
- Attachment VII – CESH Time/Activity Report
- Attachment VIII – Standard Agreement No. 18-CESH-12452 and Amendment No. 1 to Standard Agreement No. 18-CESH-12452



## TERMS AND CONDITIONS

## 1. DEFINITIONS

- A. "Administrative Entity" means a unit of general-purpose local government (city, county or a city that is also a county) or nonprofit organization that has previously administered federal Department of Housing and Urban Development Continuum of Care funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations that has been designated by its Continuum of Care to administer CESH Program funds.
- B. "APS" refers to Adult Protective Services.
- C. "Budget Amendment" means any change affecting the overall total grant amount awarded that may or may not affect the scope of work.
- D. "Budget Modification" means any change on the dollar amounts of budget line items without any change on the overall total grant amount awarded of this MOU.
- E. "CESH" refers to California Emergency Solutions and Housing.
- F. "CES" means the Riverside HWS Coordinated Entry System that serves to prioritize Homeless individuals according to longest length of homelessness and greatest service needs.
- G. "CES Lead Agency" or "HomeConnect" means the HWS of Riverside's Coordinated Entry System Lead Agency responsible for facilitating the coordination and management of resources and services through Riverside HWS's crisis response system.
- H. "Chronically Homeless" means an individual, or family with a head of household, who is homeless and resides in a place not meant for human habitations, a safe haven, or in an emergency shelter, and has been homeless and residing in such a place continuously for at least 1 year or on at least four separate occasions in the last 3 years as defined in Section 578.3 of Title 24 of the Code of Federal Regulations (CFR). The statutory definition also requires that the individual or family head of household has a head of household with a diagnosable substance use disorder, serious mental illness, developmental disability, post-traumatic stress disorder, cognitive impairment resulting from a brain injury, or chronic physical illness or disability.
- I. "CoC" refers to the Riverside County Continuum of Care.
- J. "Emergency Shelter" has the same meaning as defined in Health and Safety Code section 50801, subdivision (e).
- K. "Expend" or "Expended" means all CESH funds Obligated under this MOU have been fully paid and receipted, and no invoices remain outstanding.
- L. "HCD" means the State of California Department of Housing and Community Development.
- M. "HMIS" refers to the Riverside County Homeless Management Information System.
- N. "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

- O. "Homelessness Prevention" means assistance that includes housing relocation and stabilization services and/or short- and/or medium-term Rental Assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the Homeless definition in 24 CFR 578.3.
- P. "Housing Stability" means the extent to which an individual's access to safe, stable, affordable, and adequate housing is secure.
- Q. "HWS" refers to Riverside County Housing and Workforce Solutions Department, which has administrative responsibility for this MOU.
- R. "Instance(s) of Service" means each encounter with a member of the Target Population where services are provided for each of the eligible grant activities. For example, one individual checks into a warming center operated by provider X on Tuesday. The same individual checks into the same warming center the next night. This counts as two (2) instances of service for this activity.
- S. "Participant(s)" refers to an individual(s) or family(ies) who is/are assisted under the CESH Program.
- T. "Permanent Housing" means a structure or set of structures with subsidized or unsubsidized rental housing units subject to applicable landlord-tenant law, with no limit on length of stay and no requirement to participate in supportive services as a condition of access to or continued occupancy in the housing. Permanent Housing includes Permanent Supportive Housing. "Rental Assistance or Subsidies" means housing vouchers, rapid-rehousing programs, and eviction prevention strategies.
- U. "Project" refers to rapid rehousing, Emergency Shelter and/or Homelessness Prevention services for facilitating the movement of Homeless individuals through the Continuum of Care into independent Permanent Housing.
- V. "Rapid Re-Housing" (RRH) is a model of housing assistance that is designed to assist the homeless, with or without disabilities, move as quickly as possible into permanent housing and achieve stability in that housing. Rapid re-housing assistance is time-limited, individualized, flexible, and is designed to complement and enhance homeless system performance and the performance of other homeless projects.
- W. "Rental Assistance" means the provision of housing vouchers to provide Homelessness Prevention, transitional or Permanent Housing to eligible persons.
- X. "SUBRECIPIENT" refers to Riverside County Department of Public Social Services including its employees, agents, representatives, subcontractors, and suppliers.
- Y. "Target Population" means any person who is Homeless as defined in this MOU.

2. DESCRIPTION OF SERVICES

- A. SUBRECIPIENT shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services.
- B. SUBRECIPIENT represents that it has the skills, experience, and knowledge necessary to perform under this MOU and HWS relies upon this representation. SUBRECIPIENT shall

perform to the satisfaction of the HWS and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

- C. SUBRECIPIENT affirms that it is fully apprised of all of the work to be performed under this MOU and SUBRECIPIENT agrees it can properly perform this work at the prices stated in Schedule A. SUBRECIPIENT is not to perform services or provide products outside of this MOU.
  - D. Acceptance by HWS of the SUBRECIPIENT performance under this MOU does not operate as a release of SUBRECIPIENT responsibility for full compliance with the terms of this MOU.
3. PERIOD OF PERFORMANCE
- This MOU shall be effective August 1, 2023 (“Effective Date”) and continues in effect through August 6, 2024, unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter until the end of the period of performance. HWS and SUBRECIPIENT agree that all services provided to the Target Population are estimated to be fully performed by May 8, 2024. This estimated end date for full performance of all services provided to the Target Population may be extended to a date no later than May 8, 2024, as needed by the parties with written approval from HWS.
4. COMPENSATION
- HWS shall pay SUBRECIPIENT for services performed, products provided, and expenses incurred in accordance with the terms of Schedule A, Payment Provisions. HWS is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Schedule A, HWS shall not be responsible for payment of any of SUBRECIPIENT’s expenses related to this MOU. One hundred percent (100%) of CESH funds allocated to SUBRECIPIENT, pursuant to this MOU, shall be Expended by May 8, 2024 (“Expenditure Deadline”). Any CESH funds paid to SUBRECIPIENT, but not Expended pursuant to this MOU by the Expenditure Deadline shall be returned to HWS within five (5) business days.
5. SUPPLANTATION
- SUBRECIPIENT shall not supplant any federal, state, or HWS funds intended for the purpose of this MOU with any funds made available under any other MOU or agreement, shall not claim reimbursement from HWS for, or apply any sums received from HWS, with respect to the portion of its obligations, which have been paid by another source of revenue, and agrees that it will not use funds received pursuant to this MOU, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of HWS. SUBRECIPIENT shall not use CESH funds to supplant existing local funds for homeless housing, assistance, or prevention.
6. DISALLOWANCE
- In the event SUBRECIPIENT receives payment for services under this MOU which is later disallowed by HWS for nonconformance with the terms and conditions herein, SUBRECIPIENT shall promptly refund the disallowed amount to HWS on request, or at its option, HWS may offset the amount disallowed from any payment due to SUBRECIPIENT under any other MOU or agreement with HWS.

7. CONFIDENTIALITY

SUBRECIPIENT shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

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

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

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

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

8. ASSIGNMENT

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

9. COMPLIANCE WITH APPLICABLE LAWS

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

10. NONDISCRIMINATION

SUBRECIPIENT shall not unlawfully discriminate and shall comply with all applicable provisions of federal and California laws against discriminatory practices relating to specific groups. SUBRECIPIENT agrees to comply with the relevant provisions contained within the Assurance of Compliance form attached hereto and incorporated herein as Attachment III. 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.

11. FUNDING REQUIREMENTS

A. In signing this MOU and thereby accepting the CESH funds hereunder, SUBRECIPIENT agrees to comply with all terms and conditions of this MOU and all applicable conditions set forth in the Standard Agreement No. 18-CESH-12452 between HWS and HCD, as a subrecipient/subgrantee of HWS under CESH. The Standard Agreement No. 18-CESH-12452 between HWS and HCD ("Standard Agreement") is attached hereto and incorporated herein as Attachment VIII. SUBRECIPIENT also agrees to cooperate with HWS and provide necessary information to ensure funding and reporting obligations are met under the Standard Agreement.

B. As a condition of funding, SUBRECIPIENT shall:

- i. Perform the work in accordance with federal, state, and local housing and building codes, s applicable.
- ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
- iii. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that I reasonable to compensate any person, firm, or corporation who may be injured or damaged by HWS, SUBRECIPIENT, or any subcontractor, in performing the work or any part of it.
- iv. Agree to include all the terms of this MOU, including the Standard Agreement, in each subcontract.

12. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

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

13. NOTICES

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

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

SUBRECIPIENT: Department of Public Social Services  
4060 County Circle Drive  
Riverside, CA 92503

14. DISPUTES

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.

15. MODIFICATION OF TERMS

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

16. TERMINATION

This MOU may be terminated without cause by either party by giving thirty (30) days prior written notification to the other party.

17. SIGNED IN COUNTERPARTS

This MOU may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single MOU.

18. ELECTRONIC SIGNATURES

Each party of this MOU agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this MOU. The parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

19. ENTIRE MOU

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

**A.1 MAXIMUM REIMBURSABLE AMOUNT**

SUBRECIPIENT shall be reimbursed by HWS, for an amount not to exceed \$175,188.43. Said funds shall be spent according to the Budget shown below.

<b>CESH I: Rapid Re-Housing</b>		
<b>Budget Category</b>	<b>Description of Services</b>	<b>Cost</b>
Direct Staff	Salaries/benefit costs for employees providing services to clients	\$0.00
Operations/Supportive Services	Costs of operating facilities and providing supportive services to clients (landlord incentives, short term to medium rental assistance, motel/hotel vouchers & other goods/services for housing stabilization)	\$175,188.43
Administrative Costs (Limited to 5% of total budget)	Administrative items including, but not limited to, administrative staffing costs	\$0.00
<b>TOTAL</b>		<b>\$175,188.43</b>

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

**A.2 METHOD, TIME, AND CONDITIONS OF PAYMENT**

- a. SUBRECIPIENT will be paid the actual amount of each approved monthly invoice. HWS may delay payment if the required supporting documentation, as set forth in Attachment V, attached hereto and incorporated herein by this reference, is not provided or other requirements are not met. SUBRECIPIENT shall also submit the following documents with each approved monthly invoice:
  - 1) Subrecipient Payment Request Form 2076A (Attachment IV)
  - 2) CESH Time/Activity Report (Attachment VII)
- b. All completed claims must be submitted on a monthly basis no later than thirty (30) days after the end of each month in which the services were provided. Each payment claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

**A.3 INELIGIBLE COSTS**

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

The HWS reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this MOU. HWS has the authority to withhold funds under this MOU pending a final determination by HWS of questioned expenditures or indebtedness. If the SUBRECIPIENT or its funded subcontractors use CESH funds to pay for ineligible activities, the SUBRECIPIENT shall be required to reimburse

these funds to HWS. Upon final determination by HWS of disallowed expenditures or indebtedness, HWS may deduct and retain the amount of the disallowed or indebtedness from the amount of the withheld funds.

1. An expenditure which is not authorized under this MOU, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the HWS by the SUBRECIPIENT.
2. Expenditures for activities not described above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50219 and such activities are approved in writing by HWS and HCD prior to the expenditure of funds for those activities.
3. HCD, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of CESH funds.

#### A.4 ADMINISTRATIVE COSTS

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

#### A.5 EXPENDITURE OF FUNDS

SUBRECIPIENT shall Expend one hundred percent (100%) of all funds under this MOU by May 8, 2024 ("Expenditure Deadline"). Unless approved by HWS in writing, all final requests for reimbursement of authorized CESH expenditures under this Grant must be submitted to HWS no later than 60 calendar days after the Expenditure Deadline.

#### A.6 ADVANCES

HWS may issue a one-time advance payment to SUBRECIPIENT in an amount not to exceed twenty-five percent (25%) of the maximum reimbursable amount upon written request by the SUBRECIPIENT. Such written request must be submitted on SUBRECIPIENT letterhead and SUBRECIPIENT shall also complete the Subrecipient Payment Request Form 2076A (Attachment IV). If an advance is issued, the advance will be recouped from the full amount of each monthly claim that is submitted. No additional payments will be made until the advance is completely recouped. SUBRECIPIENT shall place the advance in an interest-bearing account. *HWS reserves the right, in its sole discretion, to approve or deny an advance request based on funding availability.*

#### A.7 INTEREST-BEARING ACCOUNTS

All proceeds from any interest-bearing account established by the SUBRECIPIENT for the deposit of CESH funds, along with any interest-bearing accounts opened by the SUBRECIPIENT for the deposit of CESH funds, must be used for CESH-eligible activities.

#### A.8 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 MOU. SUBRECIPIENT shall make no changes to the budget without first obtaining written approval from the HWS. Any budget amendments must be requested by the SUBRECIPIENT in writing. In the event it is deemed necessary to conduct a budget modification, budget amendment and/or any other amendment of this MOU, they are permissible with HWS written approval and best formally requested in writing at least six (6) months prior to the end of the Period of Performance.



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

**A.9 WITHHELD PAYMENTS**

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

**A.10 REPROGRAMMING OF CESH FUNDS**

HCD allows for the HWS to reprogram funds under the CESH Program from one eligible activity and/or jurisdiction to another after the application is approved and funds are disbursed. The HWS, with the approval of HCD, reserves the right to reprogram funds as needed after awards are announced to ensure funding spending goals and CESH Program compliance under Health and Safety Code Section 50219 et seq.

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

**A.11 FISCAL ACCOUNTABILITY**

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

B.1 SCOPE OF SERVICES

A. Project Description

Rental Assistance and Rapid Rehousing Services

The Department of Public Social Services ( Adult Protective Services (APS) will establish a Rental Assistance and Rapid Re-Housing program to provide services to the Target Population (Seniors aged 60+) experiencing homelessness or at risk of homelessness throughout Riverside County that meet Continuum of Care Program eligibility criteria. APS will serve 15 new individuals/households. Link households/individuals in the target population to rapid re-housing options (including motel/hotel & temporary housing options) while securing permanent housing with individualized supportive services. Provide housing navigation assistance and implement landlord recruitment efforts (including rental subsidies and incentives such as security deposits/holding fees) to support households with identifying units, viewing, applying, securing, and moving into permanent housing units.

With the awarded CESH funding, SUBRECIPIENT will provide and/or perform:

1. Assign staff to be liaison between SUBRECIPIENT and HWS.
2. Serve the Target Population (Seniors aged 60+) experiencing homelessness who are considered literally homeless individuals as defined in 24 CFR 578.3. Prioritization will be provided to individuals who are currently residing in emergency shelter to ensure turnover of beds to support existing unsheltered populations.
3. Serve 15 new individuals/households.
4. Coordinate with Street Outreach Team(s) to contact and engage the most vulnerable individuals living on the streets, in cars, or other vehicles, in sheds, abandoned buildings and other places not meant for human habitation and with emergency shelters to facilitate direct placements into permanent housing.
5. Assist with targeted outreach/resource events to assist individuals with completing intake forms, housing assessment tools, rental agreements, and other housing related applications.
6. Establish and ensure a direct connection with existing rapid rehousing teams to promote coordination across all teams and ensure services are planned, strategic, and organized.
7. Assist individuals and families in quickly regaining stability in permanent housing after experiencing a housing crisis or homelessness.
8. Adhere to the Housing First Model to establish short-term or medium-term rental assistance and meet all State requirements specified in Health and Safety Code (HSC) § 50219(c)(1-8).

B. Project Detail

Project Component Type:	Service
Funding Costs for:	Motel/Hotel Vouchers, Temporary Housing, Rental Assistance & Rapid Rehousing
Population Focus:	Homeless Individuals and Individuals At-Risk of Homelessness Aged 60 and older

C. Performance Measurements Outcome Statement

Outcomes (Data Analysis)

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

# of households served	15 Households
# of people served	15 Persons
# of households to achieve housing stability: (Note: Report should include breakdown of # of households connected to each type of housing and services)	12 Households
# of persons to achieve housing stability (Note: Report should include breakdown of # of persons connected to each type of housing and services)	12 (80%) households
Percentage of persons exiting back into homelessness:	No more than 20%
Percentage of eligible/willing persons served to retain or obtain mainstream benefits:	80%
Percentage of eligible/willing persons to maintain or increase income/employment:	80%

B.2 HOMELESS MANAGEMENT INFORMATION SYSTEM

A. SUBRECIPIENT agrees to participate in the Homeless Management Information System (HMIS).

1. Adhere to HMIS security policies and procedures related to entering required individual's level data on a regular and timely basis.
2. Ensure that employees using HMIS for Participant intake capture all required data field, as set forth in the County of Riverside CoC HMIS Charter.
3. Submit reports, as requested by County in order for County to comply with its reporting requirements.
4. Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, data collection, and entering required client data on a regular and timely basis.

5. HWS retains the rights to the HMIS and case management software application used in the operations of this property. HWS will grant SUBRECIPIENT access to use the HMIS software for the term of this MOU.
6. SUBRECIPIENT shall ensure that employees using HMIS for client intake capture all required data fields, as set forth in the County of Riverside Continuum of Care HMIS Charter, which is located on the County of Riverside CoC website:  
[https://rivcohhpws.org/sites/g/files/aldnop131/files/2023-05/county-of-riverside-coc-hmis-charter-rev-12-07-22\\_0.pdf](https://rivcohhpws.org/sites/g/files/aldnop131/files/2023-05/county-of-riverside-coc-hmis-charter-rev-12-07-22_0.pdf)
7. SUBRECIPIENT must maintain a valid HMIS End User Agreement on file with HWS, a copy of which is attached hereto and incorporated herein as Attachment VI, 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%20%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%20%20Revised%209-10-2020%20(1).pdf)
8. SUBRECIPIENT agrees to provide HCD access to HMIS data collected and entered into the SUBRECIPIENT'S HMIS, upon request, and to participate in any statewide data initiative as directed by HCD, including, but not limited to, a statewide data integration environment.

### B.3 COORDINATED ENTRY SYSTEM

1. SUBRECIPIENT agrees to participate in and accept referrals from the Continuum of Care's Coordinated Entry System (CES).
2. 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. The Riverside County CES Policies and Procedures may be located on the following website:  
[https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%20Policies%20and%20Procedures%20Amended%205\\_20\\_2021.pdf](https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%20Policies%20and%20Procedures%20Amended%205_20_2021.pdf)
3. SUBRECIPIENT shall work with the CES Lead Agency to ensure that screening, assessment and referral of program participants are consistent with the Riverside County CES Policies and Procedures.
4. 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.
5. SUBRECIPIENT agrees to participate in the CES HomeConnect Navigation Council Review Meetings facilitated by the CES Lead Agency.
6. 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.

7. SUBRECIPIENT agrees to provide HCD 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 HCD, including, but not limited to, a statewide data integration environment.

#### B.4 REPORTING REQUIREMENTS

- A. SUBRECIPIENT shall follow all HMIS requirements to ensure that complete and accurate data are in HMIS on an ongoing basis unless exempted for special population such as victims of domestic violence and, upon request from HWS CoC staff, submit information on time to HWS CoC to ensure that HWS CoC staff has complete and accurate information to conduct any kind of reporting including annual reports to HCD.
- B. Information needed for reporting purposes include but are not limited to the following items. Subrecipient is required to have such information on HMIS and, as needed, establish internal mechanism(s) to ensure that information listed below is tracked on an ongoing basis and available at all times during the contract term and record retention period.
  1. An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds.
  2. The unduplicated number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.
  3. The type of housing assistance provided, broken out by the number of individuals.
  4. Outcome data for individuals served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.
  5. Number of Instances of Service.
  6. Increases in capacity for new and existing programs.
  7. The number of unsheltered homeless individuals becoming sheltered.
  8. The number of homeless persons entering permanent housing.
- C. Breakdowns will be expected for each activity (i.e., services, capital improvements, Rental Assistance, etc.) and program type (i.e., Emergency Shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities identified by the U.S. Department of Housing and Urban Development (HUD):
  1. Chronically Homeless
  2. Homeless veterans

3. Unaccompanied Homeless Youth
4. Homeless persons in families with children

D. SUBRECIPIENT will also be asked to comment on the following:

1. Progress made toward local homelessness goals.
2. The alignment between CESH funding priorities and “Housing First” principles adopted by the Homeless Coordinating and Financing Council.
3. Any other effects from CESH funding that HWS would like to share (optional).

#### B.5 WRAPAROUND SERVICES

- A. Provide wraparound case management services of supports to successfully place and stabilize households in permanent housing. The case manager shall:
  1. Meet with the individual at least once per month but as often as necessary to ensure permanent housing and client stabilization.
  2. Develop an Individualized Housing Plan (IHP) with the household and utilize information from the intake assessment to ensure appropriate housing placement.
  3. Begin day one and continue through aftercare/follow-up services to ensure client stabilization in permanent housing.
  4. Re-evaluate individuals, at a minimum of once quarterly (while the case is open), to ensure that individual has sufficient resources and support networks in place to retain housing and to determine the appropriate type and level of assistance that the individual needs to retain housing.
  5. Provide housing stability services to individuals and families to ensure they transition to self-sufficiency. This includes arrangement, monitoring, and delivery of services related to the housing needs and stability of individuals.

#### B.4 INDIVIDUALIZED INTAKE AND HOUSING ASSESSMENT

- A. Complete an Individualized Intake and Housing Assessment for each household served to collect information to identify and address barriers to housing stability. The Housing Plan will be utilized to facilitate the provision of housing stabilization services and financial assistance. Services include, by are not limited to, the following:
  1. Rental application fees
  2. Security deposits (not to exceed 2 months) and holding fees
  3. Landlord incentives
  4. Standard utility deposits
  5. Housing search and placement
  6. Housing stability
  7. Tenant-based rental assistance
  8. Emergency/Temporary Housing (including motel/hotel vouchers)



**HWS** HOUSING AND  
WORKFORCE  
SOLUTIONS  
ENGAGE. ENCOURAGE. EQUIP.



**Monthly Performance Report**  
**for the month of \_\_\_\_\_, 20**  
*(due on the 10<sup>th</sup> 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: \_\_\_\_\_

<b>Part 1: Program Performance</b>			
<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%		%

<b>Part 2: Fiscal Performance</b>			
Budget Categories	Contract Total	Accumulated Actual	Actual % of Goal
Leasing	\$	\$	%
Rental Assistance	\$	\$	%
Supportive Services	\$	\$	%
Operating Costs	\$	\$	%
HMIS	\$	\$	%
Administrative Costs (Subrecipient)	\$	\$	%
<b>Subrecipient Total</b>	<b>\$</b>	<b>\$</b>	<b>%</b>

**Part 3: Challenges:**

•

**Part 4: Request for Training / Technical Assistance**

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**Part 5: Comments / Remarks**

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ATTACHMENT II  
Privacy and Security Standards

## I. PHYSICAL SECURITY

The Contractor shall ensure Personally Identifiable Information (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.
    - e. If PII is stored in a database, database logging functionality shall be enabled.
    - f. 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 crosscut 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

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

Department of Public Social Services  
ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code Regulations, Title 2, section 7285 et seq.; the Fair Employment and Housing Commission regulations implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age (over 40), sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, pregnancy, disability (mental or physical including HIV and AIDS), medical condition (cancer/genetic characteristics), national origin (including language use restrictions), marital status, military and veteran status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

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

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

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

\_\_\_\_\_  
Date

4060 County Circle Drive  
Riverside, CA 92503

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

\_\_\_\_\_  
Subrecipient's Authorized Signature

CR50-Vendor Assurance of Compliance

ATTACHMENT IV  
Subrecipient Payment Request Form 2076A

COUNTY OF RIVERSIDE  
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

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

From: \_\_\_\_\_  
Remitto Name \_\_\_\_\_  
Remitto Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Contact Number \_\_\_\_\_

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

Select Payment Type(s) Below:

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

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

\$0.00

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

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

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

Purchase Order # (10) \_\_\_\_\_ Invoice # \_\_\_\_\_

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

Program \_\_\_\_\_ Date \_\_\_\_\_  
Fiscal \_\_\_\_\_ Date \_\_\_\_\_

## HOUSING AND WORKFORCE SOLUTIONS FORMS INSTRUCTIONS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include 2076A, invoices payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

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

### 2076A SUBRECIPIENT PAYMENT REQUEST

#### "Remit to Name"

The legal name of your agency.

#### "Address"

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

#### "SUBRECIPIENT Name"

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

#### "Contract Number"

Can be found on the first page of your contract.

#### "Amount Requested"

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

#### "Payment Type"

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

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

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

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

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

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

ATTACHMENT V  
CESH Supporting Documentation Instructions

**SUPPORTING DOCUMENTATION REQUIREMENTS**

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



3	<b>LEASING / RENTAL ASSISTANCE – Required with each claim.</b>
❖ Invoice or documentation of rent amount and service month(s)	
❖ Proof of payment	
<b>STAFF / PAYROLL – Required with each claim.</b>	
❖ <u>Time and Activity Report</u>	
❖ Submit a separate time and activity report for each pay period with only the days from that pay period (not the entire month unless the employee is paid monthly).	
❖ Must be signed (electronically or hand-signed) by the employee and the employee's supervisor.	
❖ Employee paystub with proof of payment and/or payroll register from a third-party payroll company	
❖ All documentation must match with employee timesheet/timecard. *timesheet/timecard is not a substitute for the time and activity report	
<b>STAFF – INSURANCE (Workers Comp, Health/Dental, etc.) – Required if reimbursement or match is being requested for insurance.</b>	
❖ Copy of the policy with rate by employee – Required with first claim and with any changes.	
❖ Invoice and proof of payment**	
<b>OTHER EXPENSES</b>	
❖ Invoice/receipt including date and explanation of expense explanation of charges.	
❖ Proof of payment**	
❖ Motel/hotel payments – Invoice/receipt from the motel/hotel for the specific dates of service.	
❖ Vehicle/mileage costs (including insurance) – Documentation must be provided that connects the vehicle or driver to the <b>specific</b> grant/contract.	
<b>PROOF OF PAYMENT – CHECK PAYMENTS</b>	
❖ Copy of the front of the check	
❖ Proof of payment of the credit card statement (cancelled check or check stub) **	
❖ Copy of the <b>cancelled</b> back of the check and/or the bank statement	
<b>PROOF OF PAYMENT – ACH PAYMENTS</b>	
❖ Printout of payment confirmation from the bank and/or Bank statement with relevant charge(s) highlighted	
<b>PROOF OF PAYMENT - CREDIT CARD PAYMENTS</b>	
❖ Credit card statement with relevant charge(s) highlighted	
❖ Proof of payment of the credit card statement, matching the above requirements for check or ACH payments	

**\*\*For internal County of Riverside agencies, voucher(s)/payment confirmation from Peoplesoft would suffice for proof of payment for claim submission.**

ATTACHMENT VI  
 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,

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.

ATTACHMENT VII  
CESH Time/Activity Report

HHAP TIME & ACTIVITY REPORT																																	
AGENCY NAME - EMPLOYEE NAME																																	
DATES: (dates for pay period)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL	
STAFF (HEAP Only)																																	0.00
HEAP Activities (Non-Admin)																																	0.00
Total HEAP (Non-Admin)																																	0.00
STAFF (CESH Only)																																	0.00
CESH Activities (Non-Admin)																																	0.00
Total CESH (Non-Admin)																																	0.00
ADMIN STAFF (HEAP Only)																																	0.00
HEAP Admin																																	0.00
Total HEAP ADMIN																																	0.00
ADMIN STAFF (CESH Only)																																	0.00
CESH Admin																																	0.00
Total CESH ADMIN																																	0.00
NON-PROJECT (Time not worked on HEAP/CESH)																																	0.00
Non-Project																																	0.00
Total Non-Project																																	0.00
Vacation																																	0.00
Sick																																	0.00
Holiday																																	0.00
Other Paid Time Off																																	0.00
Total Fringe																																	0.00
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
																																	0.00
Total Hours	0.00	<i>I certify that this is a true and accurate report of my time and the activities were performed as shown.</i>																															
Total Fringe Hrs	0.00																																
Difference	0.00																																
Actual Hrs - HEAP (Non-Admin)	0.00	Employee Signature															Date																
Actual Hrs - CESH (Non-Admin)	0.00																																
Actual Hrs - HEAP ADMIN	0.00																																
Actual Hrs - CESH ADMIN	0.00	Supervisor Signature															Date																
Non-Project Hours	0.00																																

ATTACHMENT VIII  
Standard Agreement No. 18-CESH-12452 and Amendment No. 1

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**  
STD 213 (Rev. 03/2018)

AGREEMENT NUMBER  
18-CESH-12452

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME  
County of Riverside

2. The term of this Agreement is:

START DATE

Upon RCD Approval

THROUGH END DATE

Five (5) Years from the Effective Date

3. The maximum amount of this Agreement is:

\$1,344,335.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	CESH Program Terms and Conditions	7
Exhibit E	Special Conditions	1
TOTAL NUMBER OF PAGES ATTACHED		13 pages

Items shown with an asterisk (\*) are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/QLS/Resource>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.  
CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)  
County of Riverside

CONTRACTOR BUSINESS ADDRESS  
4090 County Circle Drive

CITY  
Riverside

STATE  
CA

ZIP  
92503

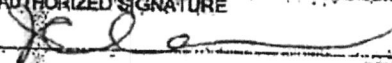
PRINTED NAME OF PERSON SIGNING

JENNIFER CLAR

TITLE

ASSISTANT DIRECTOR

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

07/31/2019

CONTRACTING AGENCY NAME  
Department of Housing and Community Development

STATE OF CALIFORNIA

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY  
Sacramento

STATE  
CA

ZIP  
95833

PRINTED NAME OF PERSON SIGNING

Synthia Rhinhardt

TITLE

Contracts Manager,  
Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

California Department of General Services Approval (or exemption, if applicable)

Exempt per SCM Vol. 1 4.04 A.3 (DGS memo dated 6/12/1981)



**EXHIBIT A****AUTHORITY, PURPOSE AND SCOPE OF WORK****1. Authority**

Pursuant to Part 2 of Division 31 Chapter 2.8 of the Health and Safety Code (commencing with Section 50490) enacted in 2018, as amended and in effect from time to time (the "CESH Statutes"), the State has established the California Emergency Solutions and Housing Program (the "Program"). This Standard Agreement along with all its exhibits (the "Agreement") is entered under the authority of, and in furtherance of the purpose of, the Program. Pursuant to Health and Safety Code, Section 50490.1(b), the California Department of Housing and Community Development (referred to herein as "HCD" or "Department") has issued that certain Notice of Funding Availability, dated August 15, 2018, as amended from time to time (the "NOFA") to govern administration of the fund and carry out the Program.

**2. Purpose**

In accordance with the authority cited above, an application was made to the State (the "Application") for assistance from the Program for the purpose of funding eligible activities relating to homelessness within a specified Continuum of Care ("CoC") service area, as defined in Health and Safety Code Section 50490. By entering into this Agreement and thereby accepting the award of the CESH grant funds (the "Grant"), the Contractor (sometimes referred to herein as the "Applicant") agrees to comply with the terms and conditions of the NOFA, this Agreement, the representations contained in the Application, and the requirements of the authorities cited above.

**3. Definitions**

Capitalized terms not otherwise defined herein shall have the meaning of the definitions set forth in Health and Safety Code Section 50490.

**4. Scope of Work**

The scope of work ("Work") for this Agreement shall consist of one or more of the following eligible uses:

- A. Rental assistance, housing relocation and stabilization services to ensure housing affordability to individuals experiencing homeless or who are at risk of homelessness.
- B. Operating subsidies in the form of 15-year capitalized operating reserves for new and existing affordable permanent housing units for homeless individuals and/or families.
- C. Flexible housing subsidy funds for local programs that establish or support the provision of rental subsidies in permanent housing to assist homeless individuals and families. Funds used for purposes of this paragraph may support rental assistance, bridge subsidies to property owners waiting for approval from another permanent rental subsidy source, vacancy payments, or project-based rent or operating reserves.

California Emergency Solutions and Housing (CESH) Program Grant  
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**EXHIBIT A**

- D. Operating support for emergency housing interventions, including, but not limited to, the following:
  - 1) Navigation centers that provide temporary room and board and case managers who work to connect homeless individuals and families to income, public benefits, health services, permanent housing, or other shelter.
  - 2) Street outreach services to connect unsheltered homeless individuals and families to temporary or permanent housing.
  - 3) Shelter diversion, including, but not limited to, homelessness prevention activities such those described in 24 CFR 576.103, and other necessary service integration activities such as those described in 24 CFR 576.105, to connect individuals and families to alternate housing arrangements, services, and financial assistance
- E. Systems support for activities necessary to maintain a comprehensive homeless services and housing delivery system, including Coordinated Entry System (CES) data, and Homeless Management Information System (HMIS) reporting, and homelessness planning activities.
- F. Development or updating of a CES, if the CoC does not have a system in place that meets the requirements of 24 CFR 576.400(d) or 24 CFR 578.7(a)(8), as applicable, and related HUD requirements, as set forth in Section II.E.3.A of the NOFA.
- G. Development of a plan addressing actions to be taken within the CoC service area if no such plan exists.
- H. Contractor may contract with a Subrecipient if the Contractor determines that the Subrecipient is qualified to carry out the eligible activities with the allocated funds. Subrecipients shall include a unit of local government, a private non-profit, or a for-profit organization

**5. Department Contract Coordinator**

The Department's Contract Coordinator for this Agreement is the Grant Management CESH Program Manager of the Division of Financial Assistance, or their designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the Department Contract Coordinator at the following address:

California Department of Housing and Community Development  
**ATTENTION:** California Emergency Solutions and Housing Grant Fund Program (CESH)  
 Grant Management Section  
 2020 West El Camino Avenue, Suite 400, 95833  
 P. O. Box 952050  
 Sacramento, CA 94252-2050

California Emergency Solutions and Housing (CESH) Program Grant  
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**EXHIBIT A**

**6. Contractor Contract Coordinator**

The Contractor's contract coordinator for this Agreement is the Authorized Representative listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement may be mailed by first class mail, or sent through a commercial courier to the Authorized Representative at the following address:

Authorized Representative Name:	Jennifer Claar
Authorized Representative Title:	Assistant Director, Department of Public Social Services
Agency Name:	County of Riverside
Address:	4060 County Circle Drive Riverside, CA 92503
Phone No.:	(951) 358-6937
Email Address:	<a href="mailto:jpclear@rivco.org">jpclear@rivco.org</a>

**7. Effective Date, Term of Agreement, and Deadlines**

- A. This Agreement is effective upon approval by the Department, which is the date executed by all parties (such date, the "Effective Date").
- B. This Agreement shall terminate five (5) years after the Effective Date as stated in STD 213, paragraph 2 (such date, the "Expiration Date").
- C. Grant expenses must be incurred from the Effective Date of this Agreement until the date which is 90 calendar days prior to the Expiration Date (such date, the "Expenditure Deadline").
- D. Any expenses incurred prior to the Effective Date or after the Expenditure Deadline will not be eligible for payment from any Grant funds. Any Grant funds which have not been expended by the Expenditure Deadline shall be disencumbered and revert to the Department.
- E. Contractor must issue award letters to any Subrecipients within 24 months of an award letter from HCD.

California Emergency Solutions and Housing (CESH) Program Grant  
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**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Budget Detail**

Contractor has been awarded the following grant activity amounts:

Rental Assistance, Housing Relocation and Stabilization Services	\$ 363,619
Flexible Housing Subsidy Funds	\$ 363,500
Systems Support	\$ 400,000
Development of a Plan Addressing Actions Within Service Area	\$ 150,000
Projected Administration Costs	<u>\$ 67,217</u>
<b>TOTAL AWARD AMOUNT</b>	<b>\$1,344,336</b>

Contractor will be responsible for maintaining oversight of any minimum and maximum grant activity amounts, since they will be evaluating Subrecipient applications and managing those contracts.

**2. Conditions of Disbursement**

Prior to receiving any Grant funds, the Contractor shall submit the following for the Department's approval:

- A. Payee Data Record (Std. 204) or Government TIN Form, as applicable;
- B. Certification from the CoC documenting that the Contractor has been designated by the CoC to administer the Grant;
- C. HUD Coordinated Entry Process Self-Assessment or, alternatively, documentation satisfactory to the Department in its reasonable discretion which demonstrates that a minimum of 20 percent of the allocation to the CoC service area will be used to implement or update its systems to comply with the applicable HUD requirements;
- D. Local program or project selection process documentation satisfactory to the Department in its reasonable discretion; and,
- E. Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of Grant funds.

California Emergency Solutions and Housing (CESH) Program Grant  
 NOFA Date: 08/15/18  
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**EXHIBIT B**

**3. Performance**

- A. Contractor must issue award letters to any Subrecipients within 24 months of an award letter from HCD.

**4. Fiscal Administration**

- A. The Contractor may request a disbursement of up to 40 percent of total awarded Grant funds at one time. After initial disbursement, Contractor must demonstrate prior to each subsequent disbursement request, using the forms provided by HCD, that at least 80 percent of Grant funds previously disbursed have been expended by Contractor or otherwise awarded to Subrecipients pursuant to the terms of this Agreement. Administrative costs related to the planning and execution of eligible activities shall not exceed 5 percent of each disbursement.
- B. A separate checking account for the Grant funds is not required. However, the Contractor shall deposit Grant funds in an interest-bearing checking or savings account insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for eligible Program activities and accounted for in Contractor's annual expenditure report.
- C. The Contractor shall make a good faith effort to minimize the number of disbursement requests by anticipating and requesting funds in advance.
- D. The Contractor may request that Grant funds awarded for a certain eligible activity be moved to another awarded activity without an amendment to this Agreement. This request must be made in writing to HCD and shall be effective only upon written HCD approval. HCD's decision to approve or deny any such request shall be final, absent fraud, mistake or arbitrariness.
- E. Any Grant funds which have not been expended by the Expenditure Deadline must be returned to HCD with accrued interest. Checks shall be made payable to the Department of Housing and Community Development and shall be mailed to the Department at the address below, no later than (thirty) 30 calendar days after the Expenditure Deadline.

California Department of Housing and Community Development  
Accounting Division, Suite 300  
2020 W. El Camino Avenue  
Sacramento, California 95833

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**EXHIBIT D****CESH PROGRAM TERMS AND CONDITIONS****1. Strict Compliance**

Contractor will strictly comply with the terms, conditions and requirements of the CESH Statutes, the NOFA and this Agreement.

**2. Contractor's Application for Funds**

- A. Contractor has submitted to the Department an Application for a Grant under the Program. The Department is entering into this Agreement based on, and in substantial reliance upon, Contractor's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. Contractor warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of Contractor's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the Grants or activities governed by this Agreement, then the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

**3. Eligible Activities**

Grant funds awarded to the Contractor and expended by either the Contractor or any Subrecipient shall be used for the eligible activities set forth in Exhibit A as required by the CESH Statutes. The following additional limitations or requirements shall apply:

- A. A Contractor shall not use more than 40 percent of any funds allocated in a fiscal year for operating support for emergency housing interventions as described in Health and Safety Code Section 50490.4(f).
- B. If the CoC does not have a functioning CES and HMIS that meet the requirements of 24 CFR 576.400(d) or 24 CFR 578.7(a)(8), as applicable, and related HUD requirements, as set forth in Section II.E.3.A of the NOFA, a minimum of 20 percent of the allocation to the CoC service area will be used to implement or update its systems to comply with such requirements. Eligible CES costs do not include capital development activities, including, but not limited to, real property acquisition, construction, or rehabilitation activities.
- C. A Contractor shall not use more than 5 percent of an allocation for a CoC service area for administrative costs related to the planning and execution of eligible activities. A Contractor may share any funds available for administrative costs with Subrecipients.

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**EXHIBIT D**

- D. Rental assistance provided as an eligible activity shall not exceed 48 months for each assisted household and rent payments shall not exceed two times the current HUD fair market rent for the local area, as determined pursuant to 24 CFR part 888.

**4. Core Practices**

- A. A Contractor or Subrecipient must provide eligible activities in a manner consistent with the housing first practices described in California Code of Regulations, title 25, section 8409(b)(1)-(6). A Contractor or Subrecipient allocated funds for eligible activities that provide permanent housing shall incorporate the core components of Housing First as provided in Section 8255(b) of the Welfare and Institutions Code.
- B. Except in the case of a program or project specifically targeting homelessness prevention activities as part of shelter diversion activities, as described in Section II.B.4.C of the NOFA, a Contractor that is allocated CESH Program funds shall prioritize assistance to homeless individuals and families over assistance to individuals and families at risk of homelessness.

**5. Monitoring Grant Activities**

- A. Contractor shall monitor the activities selected and awarded by them to ensure compliance with CESH requirements. An onsite monitoring visit of Subrecipients and any other service providers shall occur whenever determined necessary by the Contractor, but at least once during the Grant period.
- B. The Department will monitor the performance of the Contractor based on a risk assessment and according to the terms of this Agreement. The Department may also monitor any Subrecipients of the Contractor as the Department deems appropriate based on a risk assessment.
- C. The Department will monitor the performance of the Contractor and funded projects based on the performance measures tracked by HMIS data for the CoC service area. The Department will work collaboratively with the Contractor to develop performance improvement plans if project-level or system-wide performance is determined to be substandard by the Department in its reasonable discretion.
- D. As requested by the Department, the Contractor shall submit to the Department all CESH monitoring documentation necessary to ensure that Contractor and its Subrecipients are in continued compliance with CESH requirements. Such documentation requirements and the submission deadline shall be provided by the Department at the time such information is requested from the Contractor.

California Emergency Solutions and Housing (CESH) Program Grant  
NOFA Date: 08/15/18  
Approved Date: 05/21/2019  
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**EXHIBIT D****6. Reporting/Audits**

- A. Commencing with the Effective Date of this Agreement and continuing through the Expiration Date, the Contractor shall submit an annual report to the Department by July 31 of each year that reports all activities from the previous fiscal year (7/1-6/30), on forms provided by the Department.

The first report will be due on July 31, 2020 and will report all activities from date of initial fund disbursement through June 30, 2019 in addition to reporting all activities from the 7/1/19 – 6/30/20 fiscal year.

- B. The annual expenditure report shall contain a detailed report which must include, at a minimum:

- 1) The Contractor's program or project selection process performed in collaboration with the CoC;
- 2) Amounts awarded to Subrecipients with the activity(ies) identified;
- 3) Projected performance measures;
- 4) Contract expenditures;
- 5) The expenditures and activities of any Subrecipients for each year of the term of the contract with HCD until all funds awarded to a Subrecipient have been expended; and,
- 6) Progress on the following performance measures and others established by the Contractor and described in the Application to evaluate success in implementing eligible activities:
  - a) The number of homeless persons served;
  - b) The number of unsheltered homeless persons served, and the average length of time spent as homeless before entry into the program or project;
  - c) The number of homeless persons exiting the program or project to permanent housing; and,
  - d) The number of persons that return to homelessness after exiting the program or project.

- C. The Contractor is responsible for the completion of audits and all costs of preparing audits.

California Emergency Solutions and Housing (CESH) Program Grant  
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**EXHIBIT D**

- D. The Department reserves the right to perform or cause to be performed a financial audit. At the Department's request, the Contractor shall provide, at its own expense, a financial audit prepared by a certified public accountant.
- E. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in 24 CFR 85.36.
- 1) The Contractor shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
  - 2) The Contractor is responsible for the completion of audits and all costs of preparing audits.
  - 3) If there are audit findings, the Contractor must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.
7. **Retention and Inspection of Records**
- A. The Contractor is responsible for maintaining records which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Grant funds.
- B. The Contractor agrees that the Department or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Contractor agrees to provide the Department or its designee, with any relevant information requested. The Contractor agrees to permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the CESH Statutes, the NOFA, and this Agreement.
- C. The Contractor further agrees to retain all records for a period of (5) five years after the end of the term of this Agreement:
- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

California Emergency Solutions and Housing (CESH) Program Grant  
NOFA Date: 08/15/18  
Approved Date: 05/21/2019  
Prep. Date: 06/24/2019

**EXHIBIT D**

- 2) The Contractor also agrees to include in any contract that it enters into in an amount exceeding \$10,000, the Department's right to audit the contractor's records and interview their employees. The Contractor shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Code Section 10115.10.
- D. The determination by the Department of the eligibility of any expenditure shall be final. If the eligibility of any expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and HCD shall determine the reimbursement method for the amount disallowed.
- E. The Contractor shall retain all books and records relevant to this Agreement for a minimum of (5) five years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.
- 8. Breach and Remedies**
- A. The following shall each constitute a breach of this Agreement:
- 1) Contractor's failure to comply with the terms of this Agreement.
  - 2) Use of, or permitting the use of, Grant funds provided under this Agreement for any ineligible costs or for activities not approved under this Agreement.
  - 3) Any failure to comply with the deadlines set forth in this Agreement.
- B. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may:
- 1) Bar the Contractor from applying for future CESH funds;
  - 2) Revoke any other existing CESH award(s) to the Contractor;
  - 3) Require the return of any unexpended CESH funds disbursed under this Agreement;
  - 4) Require repayment of CESH funds disbursed and expended under this agreement;
  - 5) Require the immediate return to the Department of all funds derived from the use of CESH 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 the CESH Program requirements; and,

California Emergency Solutions and Housing (CESH) Program Grant  
NOFA Date: 08/15/18  
Approved Date: 05/21/2019  
Prep. Date: 06/24/2019

**EXHIBIT D**

7) Seek such other remedies as may be available under the relevant agreement or any law.

C. All remedies available to the Department are cumulative and not exclusive.

D. The Department may give written notice to the Contractor to cure the breach or violation within a period of not less than 15 days.

**B. Termination**

A. The Department may terminate this Agreement at any time for cause by giving a minimum of fourteen (14) days' notice of termination, in writing, to the Contractor. Cause shall consist of, violations of any terms and/or special conditions of this Agreement, the CESH Statutes, or the NOFA. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Contractor shall be returned to the Department within thirty (30) days of the notice of termination.

B. This Agreement is subject to any additional restrictions, limitations or conditions, or statute, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

C. The Department has the option to terminate this Agreement under the fourteen (14) day cancellation clause or to amend this Agreement to reflect any reduction of funds.

**10. Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

**11. Relocation**

Contractor shall comply with all requirements of applicable California relocation law (Gov. Code, § 7260 et seq. and the regulations promulgated thereunder at Cal. Code Regulations, Title 25, § 6000 et seq.). Any relocation plan for the Development shall be subject to the review and approval by the State.

California Emergency Solutions and Housing (CESH) Program Grant  
 NOFA Date: 08/15/18  
 Approved Date: 05/21/2019  
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**EXHIBIT D****12. Special Conditions-Contractors and Subrecipients**

The Contractor agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit E. These conditions shall be met to the satisfaction of the Department prior to disbursement of funds. The Contractor shall ensure that all Subrecipients are made aware of and agree to comply with all conditions of this Agreement and the applicable State requirements governing the use of Grant funds. The Contractor shall ensure that all Subrecipients are qualified to do business and in good standing with the California Secretary of State and the California Franchise Tax Board. Failure to comply with these conditions may result in cancellation of this Agreement.

**13. Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Grant, the Contractor, its Subrecipients, and any other Grant activity.

**14. Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Contractor shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

California Emergency Solutions and Housing (CESH) Program Grant  
NOFA Date: 08/15/18  
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**EXHIBIT E**

**SPECIAL CONDITIONS**

These Special Conditions are specific for this Standard Agreement.

1. None.

California Emergency Solutions and Housing (CESH) Program Grant  
NOFA Date: 08/15/18  
Approved Date: 05/21/2019  
Prep. Date: 06/24/2019

Standard Agreement No. 18-CESH-12452  
Amendment No. 1

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev 10/2019) AGREEMENT NUMBER 18-CESH-12452 AMENDMENT NUMBER 1 Purchasing Authority Number  
 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED PAGES 18-CESH-12452 1

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME  
County of Riverside, Department of Housing, Homelessness Prevention and Workforce Solutions

2. The term of this Agreement is:

START DATE  
08/06/2019  
THROUGH END DATE  
Five (5) Years from the

3. The maximum amount of this Agreement after this Amendment is:  
\$1,344,336.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Reason for Amendment: County reorganization, new department will take ownership of CESH 2018 grant.

FORM APPROVED COUNTY COUNSEL

BY: Lisa Sanchez 10/29/2020  
LISA SANCHEZ DATE

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)  
County of Riverside, Department of Housing, Homelessness Prevention and Workforce Solutions

CONTRACTOR BUSINESS ADDRESS CITY STATE ZIP  
3403 Tenth Street, Suite 300 Riverside CA 92501

PRINTED NAME OF PERSON SIGNING TITLE  
Heidi MARSHALL Director

CONTRACTOR AUTHORIZED SIGNATURE DATE SIGNED  
Heidi Marshall 10/29/2020

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME  
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS CITY STATE ZIP  
2020 W. El Camino Ave., Suite 130 Sacramento CA 95833

PRINTED NAME OF PERSON SIGNING TITLE  
Shaun Singh Contracts Manager, Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE DATE SIGNED  
Shaun Singh 11/24/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICE APPROVAL EXEMPTION (If Applicable)

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you

NOV 03 2020 3:8

**EXHIBIT A****AUTHORITY, PURPOSE AND SCOPE OF WORK****1. Authority**

Pursuant to Chapter 2.8 (commencing with Section 50490) of Part 2 of Division 31 of the Health and Safety Code enacted in 2018, as amended and in effect from time to time (the "CESH Statutes"), the State has established the California Emergency Solutions and Housing Program (the "Program"). This Standard Agreement along with all its exhibits (the "Agreement") is entered under the authority of, and in furtherance of the purpose of, the Program. Pursuant to Health and Safety Code, Section 50490.1(b), the California Department of Housing and Community Development (referred to herein as "HCD" or "Department") has issued that certain Notice of Funding Availability, dated March 21, 2019, as amended from time to time (the "NOFA") to govern administration of the fund and carry out the Program.

**2. Purpose**

In accordance with the authority cited above, an application was made to the Department (the "Application") for assistance from the Program for the purpose of funding eligible activities relating to homelessness within a specified Continuum of Care ("CoC") service area, as defined in Health and Safety Code Section 50490. By entering into this Agreement and thereby accepting the award of the CESH grant funds (the "Grant"), the Contractor (sometimes referred to herein as the "Applicant") agrees to comply with the terms and conditions of the NOFA, this Agreement, the representations contained in the Application, and the requirements of the authorities cited above.

**3. Definitions**

Capitalized terms not otherwise defined herein shall have the meaning of the definitions set forth in Health and Safety Code Section 50490.

**4. Scope of Work**

The scope of work ("Work") for this Agreement shall consist of one or more of the following eligible uses:

- A. Rental assistance, housing relocation and stabilization services to ensure housing affordability to individuals experiencing homeless or who are at risk of homelessness.
- B. Operating subsidies in the form of 15-year capitalized operating reserves for new and existing affordable permanent housing units for homeless individuals and/or families.
- C. Flexible housing subsidy funds for local programs that establish or support the provision of rental subsidies in permanent housing to assist homeless individuals and families. Funds used for purposes of this paragraph may support rental assistance, bridge subsidies to property owners waiting for approval from another permanent rental subsidy source, vacancy payments, or project-based rent or operating reserves.

County of Riverside, Department of Housing, Homelessness Prevention and Workforce Solutions  
 18-CESH-12452, Am. 1  
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 (Rev. 09/2020)

**EXHIBIT A**

- D. Operating support for emergency housing interventions, including, but not limited to, the following:
- 1) Navigation centers that provide temporary room and board and case managers who work to connect homeless individuals and families to income, public benefits, health services, permanent housing, or other shelter.
  - 2) Street outreach services to connect unsheltered homeless individuals and families to temporary or permanent housing.
  - 3) Shelter diversion, including, but not limited to, homelessness prevention activities such those described in 24 CFR 576.103, and other necessary service integration activities such as those described in 24 CFR 576.105, to connect individuals and families to alternate housing arrangements, services, and financial assistance.
- E. Systems support for activities necessary to maintain a comprehensive homeless services and housing delivery system, including Coordinated Entry System (CES) data, and Homeless Management Information System (HMIS) reporting, and homelessness planning activities.
- F. Development or updating of a CES, if the CoC does not have a system in place that meets the requirements of 24 CFR 576.400(d) or 24 CFR 578.7(a)(8), as applicable, and related HUD requirements, as set forth in Section II.E.3.A of the NOFA.
- G. Development of a plan addressing actions to be taken within the CoC service area if no such plan exists.
- H. Contractor may contract with a Subrecipient if the Contractor determines that the Subrecipient is qualified to carry out the eligible activities with the allocated funds. Subrecipients shall mean a unit of local government, a private non-profit, or a for-profit organization.

**5. Department Contract Coordinator**

The Department's contract coordinator for this Agreement is the CESH Program Manager, Contract Management Section, Division of Financial Assistance, or the CESH Program Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the Department contract coordinator at the following address:

California Department of Housing and Community Development  
 Attention: California Emergency Solutions and Housing Program  
 Grant Management Section  
 2020 West El Camino Avenue, Suite 400, 95833  
 P. O. Box 952050  
 Sacramento, CA 94252-2050

California Emergency Solutions and Housing Program (CESH)  
 NOFA Date: 08/15/2018  
 Approved Date: 05/21/19  
 Prep. Date: 07/31/2020



**EXHIBIT A**

**6. Contractor Contract Coordinator**

The Contractor's contract coordinator for this Agreement is the Authorized Representative listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement may be mailed by first class mail, or sent through a commercial courier to the Authorized Representative at the following address:

Authorized Representative Name:	Heidi Marshall
Authorized Representative Title:	Director
Agency Name:	County of Riverside, Department of Housing, Homelessness Prevention and Workforce Solutions
Address:	3403 Tenth Street, Suite 300 Riverside, CA 92501
Phone No.:	(707) 263-2368
Email Address:	hmarshall@rivco.org

**7. Effective Date, Term of Agreement, and Deadlines**

- A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date").
- B. This Agreement shall terminate August 6, 2024 as stated in STD 213, paragraph 2 (such date, the "Expiration Date").
- C. Grant expenses must be incurred from the Effective Date of this Agreement until the date which is 90 calendar days prior to the Expiration Date (such date, the "Expenditure Deadline").
- D. Any expenses incurred prior to the Effective Date or after the Expenditure Deadline will not be eligible for payment from any Grant funds. Any Grant funds which have not been expended by the Expenditure Deadline shall be disencumbered and revert to the Department.
- E. Contractor must issue award letters to any Subrecipients within 24 months of an award letter from HCD.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Budget Detail**

Contractor has been awarded the following grant activity amounts:

Rental Assistance, Housing Relocation and Stabilization Services	\$363,619
Flexible Housing Subsidy Funds	\$363,500
Development of an Action Plan Within CoC Service Area	\$150,000
Systems Support	\$400,000
Projected Administration Costs	<u>\$ 67,217</u>
<b>TOTAL AWARD AMOUNT</b>	<b>\$1,344,336</b>

Contractor will be responsible for maintaining oversight of any minimum and maximum grant activity amounts, since they will be evaluating Subrecipient applications and managing those contracts.

**2. Conditions of Disbursement**

Prior to receiving any Grant funds, the Contractor shall submit the following for the Department's approval:

- A. Payee Data Record (STD 204) or Government TIN Form, as applicable;
- B. Certification from the CoC documenting that the Contractor has been designated by the CoC to administer the Grant;
- C. HUD Coordinated Entry Process Self-Assessment or, alternatively, documentation satisfactory to the Department in its reasonable discretion which demonstrates that a minimum of 20 percent of the allocation to the CoC service area will be used to implement or update its systems to comply with the applicable HUD requirements;
- D. Local program or project selection process documentation satisfactory to the Department in its reasonable discretion; and,
- E. Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of Grant funds.

**3. Performance**

Contractor must issue award letters to any Subrecipients within 24 months of an award letter from HCD and observe all other performance requirements as specified herein.

**EXHIBIT B****4. Fiscal Administration**

- A. The Contractor may request a disbursement of up to 40% of total awarded Grant funds at one time. After initial disbursement, Contractor must demonstrate prior to each subsequent disbursement request, using the forms provided by HCD, that at least 80% of Grant funds previously disbursed have been expended by Contractor or otherwise awarded to Subrecipients pursuant to the terms of this Agreement. Administrative costs related to the planning and execution of eligible activities shall not exceed 5% of each disbursement.
- B. A separate checking account for the Grant funds is not required. However, the Contractor shall deposit Grant funds in an interest-bearing checking or savings account insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for eligible Program activities and accounted for in Contractor's annual expenditure report.
- C. The Contractor shall make a good faith effort to minimize the number of disbursement requests by anticipating and requesting funds in advance.
- D. The Contractor may request that Grant funds awarded for a certain eligible activity be moved to another awarded activity without an amendment to this Agreement. This request must be made in writing to HCD and shall be effective only upon written HCD approval. HCD's decision to approve or deny any such request shall be final, absent fraud, mistake or arbitrariness.
- E. Any Grant funds which have not been expended by the Expenditure Deadline must be returned to HCD with accrued interest. Checks shall be made payable to the Department of Housing and Community Development and shall be mailed to the Department at the address below, no later than (thirty) 30 calendar days after the Expenditure Deadline.

Department of Housing and Community Development  
Accounting Division, Suite 300  
2020 W. El Camino Avenue  
Sacramento, California 95833

**EXHIBIT D****CESH PROGRAM TERMS AND CONDITIONS****1. Strict Compliance**

Contractor will strictly comply with the terms, conditions and requirements of the CESH Statutes, the NOFA and this Agreement.

**2. Contractor's Application for Funds**

A. Contractor has submitted to the Department an Application for a Grant under the Program. The Department is entering into this Agreement based on, and in substantial reliance upon, Contractor's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

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

**3. Eligible Activities**

Grant funds awarded to the Contractor and expended by either the Contractor or any Subrecipient shall be used for the eligible activities set forth in Exhibit A as required by the CESH Statutes. The following additional limitations or requirements shall apply:

A. A Contractor shall not use more than 40% of any funds allocated in a fiscal year for operating support for emergency housing interventions as described in Health and Safety Code Section 50490.4(f).

B. If the CoC does not have a functioning CES and HMIS that meet the requirements of 24 CFR 576.400(d) or 24 CFR 578.7(a)(8), as applicable, and related HUD requirements, as set forth in Section II.E.3.A of the NOFA, a minimum of 20% of the allocation to the CoC service area will be used to implement or update its systems to comply with such requirements. Eligible CES costs do not include capital development activities, including, but not limited to, real property acquisition, construction, or rehabilitation activities.

C. A Contractor shall not use more than 5% of an allocation for a CoC service area for administrative costs related to the planning and execution of eligible activities. A Contractor may share any funds available for administrative costs with Subrecipients.

**EXHIBIT D**

- D. Rental assistance provided as an eligible activity shall not exceed 48 months for each assisted household and rent payments shall not exceed two times the current HUD fair market rent for the local area, as determined pursuant to 24 CFR part 888.

**4. Core Practices**

- A. A Contractor or Subrecipient must provide eligible activities in a manner consistent with the housing first practices described in California Code of Regulations, title 25, section 8409(b)(1)-(6). A Contractor or Subrecipient allocated funds for eligible activities that provide permanent housing shall incorporate the core components of Housing First as provided in Section 8255(b) of the Welfare and Institutions Code.
- B. Except in the case of a program or project specifically targeting homelessness prevention activities as part of shelter diversion activities, as described in Section II.B.4.C of the NOFA, a Contractor that is allocated CESH Program funds shall prioritize assistance to homeless individuals and families over assistance to individuals and families at risk of homelessness.

**5. Monitoring Grant Activities**

- A. Contractor shall monitor the activities selected and awarded by them to ensure compliance with CESH requirements. An onsite monitoring visit of Subrecipients and any other service providers shall occur whenever determined necessary by the Contractor, but at least once during the Grant period.
- B. The Department will monitor the performance of the Contractor based on a risk assessment and according to the terms of this Agreement. The Department may also monitor any Subrecipients of the Contractor as the Department deems appropriate based on a risk assessment.
- C. The Department will monitor the performance of the Contractor and funded projects based on the performance measures tracked by HMIS data for the CoC service area. The Department will work collaboratively with the Contractor to develop performance improvement plans if project-level or system-wide performance is determined to be substandard by the Department in its reasonable discretion.
- D. As requested by the Department, the Contractor shall submit to the Department all CESH monitoring documentation necessary to ensure that Contractor and its Subrecipients are in continued compliance with CESH requirements. Such documentation requirements and the submission deadline shall be provided by the Department at the time such information is requested from the Contractor.

**EXHIBIT D****6. Reporting/Audits**

- A. Commencing with the Effective Date of this Agreement and continuing through the Expiration Date, the Contractor shall submit an annual report to the Department by July 31 of each year that reports all activities from the previous fiscal year (7/1–6/30), on forms provided by the Department.

The first report will be due on July 31, 2020 and will report all activities from date of initial fund disbursement through June 30, 2020 in addition to reporting all activities from the 7/1/20 – 6/30/21 fiscal year.

- B. The annual expenditure report shall contain a detailed report which must include, at a minimum:
- 1) The Contractor's program or project selection process performed in collaboration with the CoC;
  - 2) Amounts awarded to Subrecipients with the activity(ies) identified;
  - 3) Projected performance measures;
  - 4) Contract expenditures;
  - 5) The expenditures and activities of any Subrecipients for each year of the term of the contract with HCD until all funds awarded to a Subrecipient have been expended; and,
  - 6) Progress on the following performance measures and others established by the Contractor and described in the Application to evaluate success in implementing eligible activities:
    - a. The number of homeless persons served;
    - b. The number of unsheltered homeless persons served, and the average length of time spent as homeless before entry into the program or project;
    - c. The number of homeless persons exiting the program or project to permanent housing; and,
    - d. The number of persons that return to homelessness after exiting the program or project.
- C. The Contractor is responsible for the completion of audits and all costs of preparing audits.

#### EXHIBIT D

- D. The Department reserves the right to perform or cause to be performed a financial audit. At the Department's request, the Contractor shall provide, at its own expense, a financial audit prepared by a certified public accountant.
- E. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in 24 CFR 85.36.
- 1) The Contractor shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
  - 2) The Contractor is responsible for the completion of audits and all costs of preparing audits.
  - 3) If there are audit findings, the Contractor must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.

#### 7. Retention and Inspection of Records

- A. The Contractor is responsible for maintaining records which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Grant funds.
- B. The Contractor agrees that the Department or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Contractor agrees to provide the Department or its designee, with any relevant information requested. The Contractor agrees to permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the CESH Statutes, the NOFA, and this Agreement.
- C. The Contractor further agrees to retain all records for a period of (5) five years after the end of the term of this Agreement:
- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

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**EXHIBIT D**

- 2) The Contractor also agrees to include in any contract that it enters into in an amount exceeding \$10,000, the Department's right to audit the contractor's records and interview their employees. The Contractor shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Code Section 10115.10.
- D. The determination by the Department of the eligibility of any expenditure shall be final. If the eligibility of any expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and HCD shall determine the reimbursement method for the amount disallowed.
- E. The Contractor shall retain all books and records relevant to this Agreement for a minimum of (5) five years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

**8. Breach and Remedies**

- A. The following shall each constitute a breach of this Agreement:
  - 1) Contractor's failure to comply with the terms of this Agreement.
  - 2) Use of, or permitting the use of, Grant funds provided under this Agreement for any ineligible costs or for activities not approved under this Agreement.
  - 3) Any failure to comply with the deadlines set forth in this Agreement.
- B. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may:
  - 1) Bar the Contractor from applying for future CESH funds;
  - 2) Revoke any other existing CESH award(s) to the Contractor;
  - 3) Require the return of any unexpended CESH funds disbursed under this Agreement;
  - 4) Require repayment of CESH funds disbursed and expended under this agreement;
  - 5) Require the immediate return to the Department of all funds derived from the use of CESH 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 the CESH Program requirements; and,

California Emergency Solutions and Housing Program (CESH)  
NOFA Date: 08/15/2018  
Approved Date: 05/21/19  
Prep. Date: 07/31/2020



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#### EXHIBIT D

- 7) Seek such other remedies as may be available under the relevant agreement or any law.
- C. All remedies available to the Department are cumulative and not exclusive and shall survive the expiration date of the contract.
- D. The Department may give written notice to the Contractor to cure the breach or violation within a period of not less than 15 days.
9. **Termination**
- A. The Department may terminate this Agreement at any time for cause by giving a minimum of fourteen (14) days' notice of termination, in writing, to the Contractor. Cause shall consist of, violations of any terms and/or special conditions of this Agreement, the CESH Statutes, or the NOFA. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Contractor shall be returned to the Department within thirty (30) days of the notice of termination.
- B. This Agreement is subject to any additional restrictions, limitations or conditions, or statute, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.
- C. The Department has the option to terminate this Agreement under the fourteen (14) day cancellation clause or to amend this Agreement to reflect any reduction of funds.

10. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

11. **Relocation**

Contractor shall comply with all requirements of applicable California relocation law (Gov. Code, § 7260 et seq. and the regulations promulgated thereunder at Cal. Code Regulations, Title 25, § 6000 et seq.). Any relocation plan for the Development shall be subject to the review and approval by the State.

**EXHIBIT D****12. Special Conditions-Contractors and Subrecipients**

The Contractor agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit E. These conditions shall be met to the satisfaction of the Department prior to disbursement of funds. The Contractor shall ensure that all Subrecipients are made aware of and agree to comply with all conditions of this Agreement and the applicable State requirements governing the use of Grant funds. The Contractor shall ensure that all Subrecipients are qualified to do business and in good standing with the California Secretary of State and the California Franchise Tax Board. Failure to comply with these conditions may result in cancellation of this Agreement.

**13. Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Grant, the Contractor, its Subrecipients, and any other Grant activity.

**14. Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Contractor shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

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**EXHIBIT E**

**SPECIAL CONDITIONS**

These Special Conditions are specific for this Standard Agreement.

1. None.