

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



ITEM: 3.15  
(ID # 23839)

**MEETING DATE:**

**FROM :** HOUSING AND WORKFORCE SOLUTIONS:

Tuesday, January 30, 2024

**SUBJECT:** HOUSING AND WORKFORCE SOLUTIONS (HWS): Receive and File the 2022 Youth Homelessness Demonstration Program (YHDP) Coordinated Community Plan (CCP) Competition Awards Grant Agreement from the United States Department of Housing and Urban Development (HUD) in the amount of \$224,624; Ratify and Authorize Purchasing Agent to Execute the Form of the Professional Service Agreement with California Family Life Center to serve as the fiscal intermediary agency without seeking competitive bids for a period beginning January 1, 2024 through May 31, 2024 for a total aggregate amount not to exceed \$50,000; All Districts. [Total Cost \$224,624; Source of Funds: 100% Federal Funding] (4/5 Vote Required)

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

1. Receive and File the 2022 Youth Homelessness Demonstration Program (YHDP) Coordinated Community Plan (CCP) Competition Awards Grant Agreement in an aggregate amount of \$224,624 from the United States Department of Housing and Urban Development (HUD) for the YHDP, as set forth in Attachment B;
2. Ratify and Authorize Purchasing Agent to execute the form of the Professional Services Agreement with California Family Life Center (Agreement) to serve as the fiscal intermediary agency without seeking competitive bids for a period beginning January 1, 2024, through May 31, 2024, for a total aggregate amount not to exceed \$50,000;
3. Approve and Direct the Auditor-Controller to make the budget adjustments shown on Schedule A (FY 23/24 Budget Adjustment) attached.

**ACTION:**4/5 Vote Required, Policy

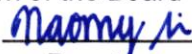
  
Heidi Marshall, Director 1/11/2024

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: January 30, 2024  
xc: HWS

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<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>	\$224,624	\$ 0	\$ 224,624	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Federal Funding 100%			<b>Budget Adjustment:</b>	Yes
			<b>For Fiscal Year:</b>	23/24

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

**BACKGROUND:**

**Summary**

The Department of Housing and Workforce Solutions (HWS) applied for, and successfully was awarded \$7,487,462 by the United States Department of Housing and Urban Development (HUD) Youth Homelessness Demonstration Program (YHDP) an initiative designed to reduce the number of youth experiencing homelessness. The YHDP was developed with the goal of supporting awarded communities with the development and implementation of coordinating the community's approach to prevent and end youth homelessness. Resolution No. 2020-106, approved on April 21, 2020, Minute Order No. 3.8, authorizes the Director of HWS to apply for and accept grants from HUD.

The initial step of the YHDP award involves the Coordinated Community Plan (CCP) process. To initiate the CCP process, awarded communities are given access to 3% of the total award to be used for planning funds. HWS has been given 3% of the total award, or \$224,624 for planning.

The CCP lays the groundwork for a seamless implementation of the YHDP and should provide the framework for the project. The CCP is funded under the Consolidated Appropriations Act, 2022 (Public Law 117-103). The Department of Housing and Workforce Solutions was awarded \$224,624 for the CCP. All funds used for the CCP are subject to 24 CFR 578.7(c) and 578.39(b) and (c) (subject to amendment from time to time).

These funds are intended to aide communities through the planning process which includes: 1. The creation of the YHDP CCP committees and drafting the plan, 2. Convening meetings, and 3. Establishing a compensation method and structure for any youth that are involved in the planning process. Youth participation and compensation are set by the youth as a HUD requirement under YHDP. Consequently, the Riverside County Continuum of Care Youth Action Board (YAB) members have been included in the CCP planning process.

The Youth Action Board (YAB) is focused on policies that relate to preventing and ending youth homelessness. YAB currently has 14 members, and it is comprised of young adults between 18-24 years of age who are homeless, formerly homeless, or have experienced unstable living situations (i.e., living in a vehicle, staying in a shelter, foster care, etc.). YAB members and/or youth ages 24 years of age and under who are actively participating in the CCP process (CCP

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

Participants) will receive a stipend to attend meetings related to YHDP CCP at the rates listed below at a total aggregate amount not to exceed \$50,000:

<b>Activity</b>	<b>Amount</b>
YAB Meetings	\$50 per hour
CCP Planning Meetings/Workgroups	\$50 per hour
HUD YHDP Technical Assistance Calls	\$50 per hour
Any other planning meetings/Workgroups	\$50 per hour
Travel Expenses for In-Person Meetings	\$25 per meeting

The Riverside County CCP is due to HUD on March 20, 2024. The CCP must contain the following key components of the YHDP:

- A statement of need concerning at-risk and homeless unaccompanied and pregnant or parenting youth in the geographic area;
- A list of community partners, and a description of their involvement in the development of the CCP;
- A shared vision, list of goals, objectives, and action steps;
- A list of new projects;
- A governance structure;
- A signature page that includes statements of support and signatures of official representatives of the following:
  - The Continuum of Care
  - Youth Action Board
  - Public Child Welfare Agencies
  - Local Government Agency

Once a CCP is approved by HUD, the remainder of the awarded funds will be released to Riverside County. HWS anticipates initiating a formal bid process to award funds pursuant to the CCP and County Purchasing guidelines once HUD approval is received. All award recommendations will be brought to the Board for approval.

To facilitate payment to participating YAB members and CCP Participants for planning activities, HWS would like to contract with California Family Life Center (CFLC) to act as a fiscal intermediary for the CCP project period at no cost to the county to support youth compensation. The CFLC will collect timesheets and issue checks to YAB members and CCP Participants on behalf of HWS. CFLC will perform this service without administration cost. This action builds off the established contractual relationship between HWS-Workforce Development and the CFLC for the operation of the Youth Opportunity Centers across the county and is in accordance with Riverside County Ordinance No. 459 exempting the contract from the competitive bidding process under Section 6: the Purchasing Agent may make any purchase of personal property or services, or perform any other act under this ordinance, without notice, advertisement or securing competitive bids up to an amount of \$50,000.

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

**Impact on Residents and Businesses**

This grant funding will have a positive impact for the homeless or at-risk of homelessness. Through the CoC Program, the County of Riverside along with its subrecipients will continue to improve the lives of homeless men, women, and children through local planning efforts and through the direct housing and services programs funded under these grants.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

HUD awarded the Riverside County Continuum of Care (CoC), \$7,487,462 in YHDP grant funding. The Riverside County Department of Housing and Workforce Solutions Continuum of Care Division is the administrative entity to the Riverside County CoC. The CCP allotment of \$224,624 is 3% of the total grant amount. Upon completion and HUD's approval of the CCP, HWS will apply for projects up to the total YHDP grant amount, minus the CCP allotment. Funds used for planning activities under the CCP are subject to 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The HUD YHDP grant requires a 25% cash or in-kind match. HWS has committed to a cash match for the YHDP grant, and will use the Homeless Housing, Assistance, and Prevention (HHAP) youth set aside grant funding. HHAP requires grant fund recipients to set aside at least 10% of its allocation for homeless youth populations. Funds will be used in accordance with Health and Safety Code section 50220.7(e).

**ATTACHMENTS:**

- Attachment A: Schedule A
- Attachment B: Grant Agreement No. CA2225Y9D082200 with United States Housing and Urban Development
- Attachment C: HWSCoC-0000052 California Family Life Center for Fiscal Intermediary Agency

  
\_\_\_\_\_  
Heydee Koury, Sr Accountant - Auditor 1/11/2024

  
\_\_\_\_\_  
Brianna Lontajo, Principal Management Analyst 1/23/2024

  
\_\_\_\_\_  
Aaron Gettis, Deputy County Counsel 1/16/2024

**Tax ID No.:** 956000930

**Community:** CA-608, Riverside City and County CoC

**Recipient's Name:** County of Riverside

**Grant Number (FAIN):** CA2225Y9D082200

**Federal Award Date:** September 22, 2023

**UEI:** MN1HJ72DTDF9

**Period of Performance and Budget Period Start Date:** 10/1/2023

**Period of Performance and Budget Period End Date:** 9/30/2024

**YOUTH HOMELESSNESS DEMONSTRATION GRANT AGREEMENT  
(Assistance Listing #14.276)**

This Grant Agreement (this Agreement) is made by and between the United States Department of Housing and Urban Development (HUD) and County of Riverside (the Recipient). Under the authority of the Consolidated Appropriations Act, 2022 (Pub. L. 117-103), and pursuant to the Youth Homelessness Demonstration Program Notice of Funding Opportunity, published April 13, 2023 (the NOFO), HUD selected **16** communities to participate in the Youth Homelessness Demonstration. Recipient shall carry out the project(s) identified on the attached Scope of Work (the Project) within the geographic area of the Community.

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any Grant award condition. All other terms shall have the meaning given in the NOFO. If a term is not defined in the NOFO, then the term shall have the meaning given in the Continuum of Care Program regulation, 24 CFR part 578 (the Regulation).

The Application is incorporated herein as part of this Agreement, except as modified on the attached Scope of Work exhibit attached hereto as Exhibit 1 and made a part hereof. In the event of any conflict between the Application and any provision contained in this Agreement, this Agreement shall control.

The use of Grant Funds under this Agreement is subject to the requirements imposed by the NOFO.

The Recipient must comply with the applicable requirements at 2 CFR part 200, as amended.

*Effective Date, Renewals and Period of Performance Extensions.* This Agreement shall be effective upon execution by HUD. Except for Grants for planning costs, the Grant may be eligible for one (1) year renewals through the CoC Program. Grants for planning costs are nonrenewable. Period of performance extensions may be made, consistent with 2 CFR 200.308 and 2 CFR 200.309.

**Tax ID No.:** 956000930

**Community:** CA-608, Riverside City and County CoC

**Recipient's Name:** County of Riverside

**Grant Number (FAIN):** CA2225Y9D082200

**Federal Award Date:** September 22, 2023

**UEI:** MN1HJ72DTDF9

**Period of Performance and Budget Period Start Date:** 10/1/2023

**Period of Performance and Budget Period End Date:** 9/30/2024

*Environmental Review.* No funds may be drawn down by the Recipient until HUD has approved site control pursuant to the Environmental Requirements of the NOFO.

*Applicable Regulations.* Although the Grant is not a Continuum of Care program Grant, the NOFO made Continuum of Care program requirements applicable to the use of Grant funds. The Grant is subject to the following provisions of the Regulation, as may be amended from time to time, except where they conflict with the NOFO requirements, activities that the Recipient will implement and are authorized pursuant to I.C.1.a. or b. of Appendix A of the NOFO, waivers issued by HUD and identified in this Agreement, or with the proviso that Grant funds may only be used to serve homeless youth, age twenty-four (24) and younger: 24 CFR 578.3, 578.15, 578.23(a), 578.25, 578.29, 578.37, 578.43, 578.45, 578.47, 578.49, 578.51, 578.53, 578.55, 578.57, 578.59, 578.61, 578.63, 578.73(c), 578.75, 578.77, 578.79, 578.81, 578.83, 578.85, 578.87, 578.89, 578.91, 578.93, except in 578.93(c)(2), recipients must provide such information to the jurisdiction in which the project is located, 578.95, 578.97, 578.99, 578.103(a)(3) - (18) and (b) – (e), 578.105, 578.107 and 578.109. The requirements of 2 CFR 200.306, as may be amended from time to time, with the exception of 200.306(b)(5) apply. Grants for planning costs are subject to 24 CFR 578.7(c) and (d) and 578.39(b) and (c), as may be amended from time to time, but Grant funds may only be used for costs of planning related to preventing and ending youth homelessness in the Community.

*Matching Requirements.*

The Recipient was exempted from matching requirements.

The Recipient or Subrecipient must match all Grant funds, except for leasing funds, with no less than 25 percent of funds or in-kind contributions from other sources. The 25 percent match must be provided on a Grant-by-Grant basis using cash or in-kind contributions as described in 24 CFR 578.73(b) and/or (c). Match must be used for the costs of activities that are eligible under subpart D of 24 CFR part 578 or the Project. If program income will be used as a source of match it must have been indicated in the Application.

*HMIS.* Unless the Grant is for the costs of coordinated entry or planning costs, Recipient must participate in the Community's HMIS system and contribute data to it. Victim service providers must use a comparable database that complies with HUD's HMIS requirements.

*Indirect cost rate.*

The Recipient will not use an indirect cost rate to charge its indirect costs to the grant.

**Tax ID No.:** 956000930

**Community:** CA-608, Riverside City and County CoC

**Recipient's Name:** County of Riverside

**Grant Number (FAIN):** CA2225Y9D082200

**Federal Award Date:** September 22, 2023

**UEI:** MN1HJ72DTDF9

**Period of Performance and Budget Period Start Date:** 10/1/2023

**Period of Performance and Budget Period End Date:** 9/30/2024

The attached indirect cost rate(s) listed on Exhibit 2, the Indirect Cost Rate Schedule, are incorporated into and made part of this Agreement, provided that each rate identified meets the applicable requirements under 2 CFR part 200 (including appendices).

The Recipient must only charge indirect costs to the grant as provided by the applicable requirements in 2 CFR part 200 (including appendices) and 24 CFR 578.63, as may be amended from time to time. The Recipient must immediately notify HUD of any change in the Recipient's indirect cost methodology or rate(s), so that HUD can amend the Grant Agreement if necessary, to reflect that change.

*Consistency with the Community Plan.* Projects must be consistent with the Community's HUD-approved Coordinated Community Plan (the Plan) to prevent and end youth homelessness. If the Community has developed and obtained HUD approval of the Plan in response to the NOFO, the Recipient represents that the Project funded by this Grant is consistent with the Plan. Operating a Project in a manner that is inconsistent with the HUD-approved Plan constitutes a material breach of this Agreement, for which HUD may declare Recipient in default of the Agreement and seek remedies available pursuant to 24 CFR 578.107. Planning grants are not required to be consistent with the Plan because they are used to develop the Plan.

*Grant and project changes.* Recipient is subject to the requirements at 24 CFR 578.105 governing grant agreement amendments. Any changes not requiring a Grant amendment must be fully documented in the Recipient's or Subrecipients' records.

*Program Evaluation.* Recipient agrees to participate in HUD-funded research and evaluation studies of the Youth Homelessness Demonstration Program; to cooperate with the persons performing the studies; and to promptly contribute requested information and data to the studies.

*Notice.* HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to [youthdemo@hud.gov](mailto:youthdemo@hud.gov). No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

*Recipient integrity and performance matters.* Recipient is subject to the terms and conditions in Appendix XII to 2 CFR part 200, which are incorporated into and made a part of this Agreement.

*Build America, Buy America Act.* The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR

**Tax ID No.:** 956000930

**Community:** CA-608, Riverside City and County CoC

**Recipient's Name:** County of Riverside

**Grant Number (FAIN):** CA2225Y9D082200

**Federal Award Date:** September 22, 2023

**UEI:** MN1HJ72DTDF9

**Period of Performance and Budget Period Start Date:** 10/1/2023

**Period of Performance and Budget Period End Date:** 9/30/2024

17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

*Monitoring subrecipients and enforcing compliance.* Recipient agrees to monitor subrecipient performance and match and to report to HUD as required by HUD; to enforce subrecipient compliance with the requirements applicable to this Agreement; and to ensure that subrecipients provide information, such as data and reports, as required by HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.



**Tax ID No.:** 956000930

**Community:** CA-608, Riverside City and County CoC

**Recipient's Name:** County of Riverside

**Grant Number (FAIN):** CA2225Y9D082200

**Federal Award Date:** September 22, 2023

**UEI:** MN1HJ72DTDF9

**Period of Performance and Budget Period Start Date:** 10/1/2023

**Period of Performance and Budget Period End Date:** 9/30/2024

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,**

Secretary of Housing and Urban Development

<b>Jemine A. Bryon</b>	Digitally signed by: Jemine A. Bryon DN: CN = Jemine A. Bryon email = Jemine.a.bryon@hud.gov C = AD OU = Deputy Assistant Secretary, OSN Date: 2023.09.22 19:36:32 -0400
----------------------------	--

BY: \_\_\_\_\_

(Signature)

Jemine A. Bryon, Deputy Assistant Secretary, Office of Special Needs

\_\_\_\_\_  
(Date)

[youthdemo@hud.gov](mailto:youthdemo@hud.gov)

\_\_\_\_\_  
(Contact Information)

**RECIPIENT**

County of Riverside, CoC

\_\_\_\_\_  
(Name of Organization)

BY:  \_\_\_\_\_

(Signature of Authorized Official)

Director, Housing and Workforce Solutions

\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

Sep 28, 2023

\_\_\_\_\_  
(Date)

**Tax ID No.:** 956000930

**Community:** CA-608, Riverside City and County CoC

**Recipient's Name:** County of Riverside

**Grant Number (FAIN):** CA2225Y9D082200

**Federal Award Date:** September 22, 2023

**UEI:** MN1HJ72DTDF9

**Period of Performance and Budget Period Start Date:** 10/1/2023

**Period of Performance and Budget Period End Date:** 9/30/2024

**EXHIBIT 1  
SCOPE OF WORK  
YOUTH HOMELESSNESS DEMONSTRATION PROGRAM**

1. Recipient will carry out the Project within: *(check the applicable category)*

the geographic area of the Continuum of Care that is the Community listed above the title of this Scope of Work.

counties in the State of \_\_\_\_\_ which comprise the Community.

2. Recipient *may not* use up to 10 percent of the funding awarded under this Grant Agreement in the Community to serve homeless households with children and youth defined as homeless under other Federal statutes who are unstably housed (paragraph 3 of the definition of homeless at 24 CFR 576.2).

3. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the Project(s). HUD's total funding obligation for this Grant is \$224,624, allocated between eligible activity categories as follows:

a. Planning costs	\$224,624
b. Acquisition	\$ _____
c. Rehabilitation	\$ _____
d. New construction	\$ _____
e. Leasing	\$ _____
f. Rental assistance	\$ _____
g. Supportive services	\$ _____
h. Operating costs	\$ _____
i. Homeless Management Information System	\$ _____
j. Administrative costs	\$ _____
k. Relocation costs	\$ _____
l. Housing relocation and stabilization services	\$ _____
m. Other	\$ _____

Recipient is prohibited from shifting more than 10% from one approved eligible activity to another without a written amendment to this Agreement.

**Tax ID No.:** 956000930

**Community:** CA-608, Riverside City and County CoC

**Recipient's Name:** County of Riverside

**Grant Number (FAIN):** CA2225Y9D082200

**Federal Award Date:** September 22, 2023

**UEI:** MN1HJ72DTDF9

**Period of Performance and Budget Period Start Date:** 10/1/2023

**Period of Performance and Budget Period End Date:** 9/30/2024

4. In connection with awarding this Grant,

no waivers were issued.

HUD, upon finding of good cause, waived applicability of 24 CFR 578.(insert reg #) in a waiver memorandum dated (insert date).

Recipient provided notice to the Deputy Assistant Secretary for Special Needs on (insert date) that Recipient will implement the following Youth Homeless Demonstration Program activities (insert activity number from section I.C.1.a. of Appendix A of the NOFO) as provided in Appendix A of the FY 2022 Youth Homeless Demonstration Program NOFO.

Recipient received approval from the Deputy Assistant Secretary for Special Needs on (insert date) of the following built-in exceptions to the FY 2022 Youth Homeless Demonstration Program NOFO (insert built-in exception number from section I.C.1.b. of Appendix A of the NOFO).

5. Recipient agrees to carry out the following Project: planning related to preventing and ending youth homelessness in the Community, subject to 24 CFR 578.7(c) and (d) and 578.39(b) and (c), as may be amended from time to time.

**Tax ID No.:** 956000930

**Community:** CA-608, Riverside City and County CoC

**Recipient's Name:** County of Riverside

**Grant Number (FAIN):** CA2225Y9D082200

**Federal Award Date:** September 22, 2023

**UEI:** MN1HJ72DTDF9

**Period of Performance and Budget Period Start Date:** 10/1/2023

**Period of Performance and Budget Period End Date:** 9/30/2024

**EXHIBIT 2  
INDIRECT COST RATE SCHEDULE**

Agency/Dept./Major Function	Indirect cost rate	Type of Direct Cost Base

Instructions: This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients. For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied. For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table. For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

**Signature:** *Emma Perez-Singh*

**Email:** EmmaSingh@rivco.org

**Signature:** *TT*

**Email:** ttorno@rivco.org

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**YOUTH HOMELESSNESS DEMONSTRATION PROGRAM –**

**COORDINATED COMMUNITY PLAN**

**LIVED EXPERIENCE YOUTH STIPENDS**

**FISCAL INTERMEDIARY AGENCY**

**between**

**COUNTY OF RIVERSIDE**

**and**

**CALIFORNIA FAMILY LIFE CENTER**



**TABLE OF CONTENTS**

<b><u>SECTION HEADING</u></b>	<b><u>PAGE NUMBER</u></b>
1. Description of Services.....	4
2. Period of Performance .....	4
3. Compensation .....	4
4. Alteration or Changes to the Agreement.....	6
5. Termination.....	6
6. Ownership/Use of Contract Materials and Products .....	7
7. Conduct of Contractor .....	7
8. Inspection of Service: Quality Control/Assurance .....	8
9. Independent Contractor/Employment Eligibility .....	8
10. Subcontract for Work or Services.....	10
11. Disputes .....	10
12. Licensing and Permits.....	10
13. Use by Other Political Entities.....	11
14. Non-Discrimination .....	11
15. Records and Documents .....	11
16. Confidentiality .....	11
17. Administration/Contract Liaison.....	12
18. Notices.....	12
19. Force Majeure.....	12
20. EDD Reporting Requirements .....	12
21. Hold Harmless/Indemnification .....	13
22. Insurance.....	14
23. General.....	16
Exhibit A-Scope of Service .....	19
Exhibit B- Payment Provisions.....	20
Attachment I – Contractor Payment Request Form .....	23

Attachment II – Supporting Documentation ..... 24  
Attachment III – Monthly Performance Report ..... 26  
Attachment IV – Assurance of Compliance..... 27  
Attachment V – Privacy and Security Standards ..... 28

This Agreement, made and entered into this 1<sup>st</sup> day of January, 2024, by and between California Family Life Center, a California nonprofit corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, and Payment Provisions to the Agreement.

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

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

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

**2. Period of Performance**

**2.1** This Agreement shall be effective January 1, 2024 and continues in effect through May 31, 2024, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$50,000.00 including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.



**3.2** No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

The Department of Housing and Workforce Solutions  
Continuum of Care Fiscal Team  
3403 10<sup>th</sup> Street, Suite 300  
Riverside, CA 92501

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (HWSCoC-0000052); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered “monthly” in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason,

COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

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

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

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

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

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

## **6. Ownership/Use of Contract Materials and Products**

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

## **7. Conduct of Contractor**

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

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

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

## **8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

## **9. Independent Contractor/Employment Eligibility**

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**9.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

#### **10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

#### **11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

#### **12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance

of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

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

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

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

**COUNTY OF RIVERSIDE**

Housing and Workforce Solutions  
 3403 10<sup>th</sup> Street, Suite 300  
 Riverside, CA 92501

**CONTRACTOR**

California Family Life Center  
 P.O. Box 727  
 Hemet, CA 92546

**19. Force Majeure**

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

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the



Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

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

**B.1 Sexual Abuse or Molestation (SAM) Liability:**

If the work will include contact with minors, and the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Vendor/Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$2,000,000 per occurrence or claim.

**C. Vehicle Liability:**

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

**D. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of

insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

## **23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

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

**COUNTY OF RIVERSIDE**, a political subdivision of the State of California

**CALIFORNIA FAMILY LIFE CENTER**, a California nonprofit corporation

By: FORM COPY - DO NOT SIGN  
Pearl Rodriguez  
Procurement Contract Specialist  
Dated: \_\_\_\_\_

By: FORM COPY - DO NOT SIGN  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

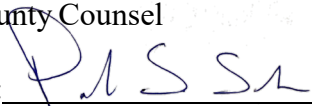
By:   
Paula S. Salcido  
Deputy County Counsel

Exhibit A – Scope of Work

CONTRACTOR shall provide fiscal intermediary services for the United States Department of Housing and Urban Development (HUD) Youth Homelessness Demonstration Program (YHDP) grant received by COUNTY for the Youth Action Board (YAB) members and/or youth ages 24-years-of-age and under who are actively participating in the CCP process (CCP Participants) .

In accordance with the requirements of the YHDP grant received by COUNTY, CONTRACTOR shall provide stipends to YAB members and/or CCP Participants for the following activities not to exceed \$50,000 total:

Activity	Amount
YAB Meetings	\$50 per hour
CCP Planning Meetings/Workgroups	\$50 per hour
HUD YHDP Technical Assistance Calls	\$50 per hour
Any other planning meetings/Workgroups	\$50 per hour
Travel Expenses for In-Person Meetings	\$25 per meeting

CONTRACTOR shall collect activity reports from each YAB member and/or CCP Participants monthly and shall confirm activity reports with COUNTY. COUNTY shall designate a YHDP lead who will review and approve activity reports. Once approved, activity reports shall be kept by CONTRACTOR to be included as backup documentation for reimbursement.

Exhibit B – Payment Provision

A.1 MAXIMUM REIMBURSABLE AMOUNT

CONTRACTOR shall be reimbursed by COUNTY in an amount not the exceed \$50,000.00. Said funds shall be spent according to the line item budget below:

DESCRIPTION	AMOUNT
Reimbursement for stipends and expenses paid to and for YAB and/or CCP Participants for CCP Planning Process	\$50,000.00
<b>TOTAL</b>	\$50,000.00

The table above may be changed (without changing the Total amount) with written approval from HWS.

A.2 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. CONTRACTOR will be paid the actual amount of each approved monthly invoice. COUNTY may delay payment if the required supporting documentation, as set forth in Attachment II, attached hereto and incorporated herein by this reference, is not provided or other requirements are not met. CONTRACTOR shall also submit the following documents with each approved monthly invoice:
  - 1) Monthly Performance Report (Attachment III)
  - 2) Contractor Payment Request Form (Attachment I)
- 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

YHDP 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.

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

- 1. An expenditure which is not authorized under this Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the COUNTY.



2. HUD, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of YHDP funds.

#### A.4 EXPENDITURE OF FUNDS

CONTRACTOR shall Expend one hundred percent (100%) of all funds under this Agreement by May 31, 2024. Unless approved by HWS in writing, all final requests for reimbursement of authorized YHDP expenditures under this Grant must be submitted to HWS no later than 30 calendar days after May 31, 2024.

#### A.5 ADVANCES

COUNTY may issue a one-time advance payment to CONTRACTOR in an amount not to exceed one hundred percent (100%) of the maximum reimbursable amount upon written request by the CONTRACTOR. Such written request must be submitted on CONTRACTOR letterhead and CONTRACTOR shall also complete the Contractor Payment Request Form 2076A (Attachment II). If an advance is issued, the advance will be recouped from the full amount of each monthly claim that is submitted. No additional payments will be made until the advance is completely recouped. HWS reserved the right, in its sole discretion, to approve or deny an advance request based on funding availability.

CONTRACTOR shall place the advance in an interest-bearing account. All proceeds from the interest-bearing account established by the CONTRACTOR for the deposit of YHDP funds, along with any interest-bearing account opened by the subcontractors to the CONTRACTOR for the deposit of YHDP funds, must be used for YHDP-eligible activities.

#### A.6 BUDGET MODIFICATION, BUDGET AMENDMENT, AND OTHER AMENDMENT

CONTRACTOR is expected to implement the agreed services and activities and meet all performance and financial outcomes as planned and agreed in this agreement. CONTRACTOR shall make no changes to the budget without first obtaining written approval from HWS. Any budget amendments must be requested by the CONTRACTOR in writing. In the event it is deemed necessary to conduct budget modification, budget amendment and/or any other amendment of this agreement, they are permissible with HWS written approval and best formally request 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 Agreement for Convenience may be conducted based on mutual agreement between the COUNTY and CONTRACTOR 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 Agreement for Cause may be conducted based on mutual agreement between the COUNTY and CONTRACTOR and written approval from HWS. Any Cause due to CONTRACTOR's inability to implement the agreed services and/or activities to meet all performance and financial outcomes as planned and agreed in this agreement will become Finding(s) in the monitoring/auditing process and lead to any related effects such as project scoring, evaluation, consideration for future funding opportunities.

A.8 WITHHELD PAYMENTS

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

A.9 REPROGRAMMING OF YHDP FUNDS

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

During the course of the grant period, COUNTY will review grantee's spending to determine the projected amount to be spent/unspent by May 31, 2024. If the spending trend falls below the projected spending, County may elect to recoup projected unused funds and reprogram such funds to provide funding in areas with higher need.

A.10 FISCAL ACCOUNTABILITY

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

ATTACHMENT I  
Contractor 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: [Redacted]  
Remit to Name [Redacted]  
Remit to Address [Redacted]  
City [Redacted] State [Redacted] Zip Code [Redacted]  
Contract Number [Redacted]

Total amount requested: \$ [Redacted] for the period of [Redacted]

Select Payment Type(s) Below:

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

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

\$0.00

Any questions regarding this request should be directed to: [Redacted] Name [Redacted] Phone Number [Redacted]

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

**FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE**

[Redacted] Purchase Order # (10) [Redacted] Invoice # [Redacted]  
Amount Authorized [Redacted]  
If amount authorized is different from amount request, please see attached claim recap for adjustments.  
[Redacted] Program [Redacted] Date [Redacted]  
[Redacted] Fiscal [Redacted] Date [Redacted]

**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 <b>will be rejected.</b>
❖ 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> <b>*If June 6 falls on a weekend, the deadline is the prior Friday (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

<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. <b>*timesheet/timecard is not a substitute for the time and activity report</b>
<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 IV  
ASSURANCE OF COMPLIANCE

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

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 (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; the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code Regulations, Title 2, section 7285 et seq.; the Fair Employment and Housing Commission regulations implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age (over 40), sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, pregnancy, disability (mental or physical including HIV and AIDS), medical condition (cancer/genetic characteristics), national origin (including language use restrictions), marital status, military and veteran status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
SUBRECIPIENT's Authorized Signature

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

CR50-Vendor Assurance of Compliance

ATTACHMENT V  
PII Privacy and Security Standards

## I. PHYSICAL SECURITY

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

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

## II. TECHNICAL SECURITY CONTROLS

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

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



- b. Lower case letters (a-z)
  - c. Arabic numerals (0-9)
  - d. Special characters (!,@,#, etc.)
- H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- I. System Timeout. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- J. Warning Banners. The systems providing access to PII must display a warning banner stating, at a minimum:
1. Data is confidential;
  2. Systems are logged;
  3. System use is for business purposes only, by authorized users; and
  4. Users shall log off the system immediately if they do not agree with these requirements.
- K. System Logging.
1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.
  2. The audit trail shall:
    - a. Be date and time stamped;
    - b. Log both successful and failed accesses;
    - c. Be read-access only; and
    - d. Be restricted to authorized users.
  3. If PII is stored in a database, database logging functionality shall be enabled.
  4. Audit trail data shall be archived for at least three (3) years from the occurrence.
- L. Access Controls. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- M. Transmission Encryption.
1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
  2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
  3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- N. Intrusion Prevention. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

### III. AUDIT CONTROLS

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

#### IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

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

#### V. PAPER DOCUMENT CONTROLS

- A. Supervision of Data. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. Data in Vehicles. The Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which staff can transport PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no

circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.

- C. Public Modes of Transportation. The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- D. Escorting Visitors. Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- E. Confidential Destruction. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the County.
- G. Faxing.
  1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
  2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
  3. Fax numbers shall be verified with the intended recipient before sending the fax.
- H. Mailing.
  1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
  2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the Contractor obtains prior written permission from the County to use another method.

## VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

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

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

Breaches should be referred to:

HWS Privacy Officer  
 Riverside County Housing and Workforce Solutions  
 3403 Tenth Street, Suite 300  
 Riverside, CA 92505

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

Increase in Appropriations:

21300-5500300000-525440	Professional Services	\$	224,624
-------------------------	-----------------------	----	---------

Increase in Estimated Revenues:

21300-5500300000-767200	Fed-Block Grants	\$	224,624
-------------------------	------------------	----	---------