

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



**ITEM: 3.42
(ID # 25703)**

MEETING DATE:

FROM : HOUSING AND WORKFORCE SOLUTIONS

Tuesday, August 27, 2024

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Ratify and Authorize the Housing and Workforce Solutions (HWS) Director to execute the Subrecipient Agreement with the City of Corona for the City of Corona Navigation Project utilizing HHIP Funding effective July 1, 2024 through June 30, 2025; All Districts. [Total Cost: \$400,000; 100% State Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the attached Form of Subrecipient Agreement HWSCoC-0004871 with the City of Corona for the City of Corona Navigation Project (Subrecipient Agreement) for the total amount of \$400,000 for a period beginning July 1, 2024, through June 30, 2025;
2. Ratify and Authorize the HWS Director, or designee, to execute attached form of subrecipient agreement HWSCoC-0004871 with the City of Corona for the City of Corona Navigation Project, and as approved as to form by County Counsel; and
3. Authorize the HWS Director, or designee, to administer all actions necessary related to Subrecipient Agreement based on the availability of fiscal funding and as approved as to form by County Counsel, to: (a) sign amendments that exercise the options of the agreements funded by the HHIP grant, including modifications of the statements of work that stay within the intent of the agreement.
4. Ratify and Authorize the Purchasing Agent to issue Purchase Order(s) for Subrecipient Agreement HWSCoC-0004871 with the City of Corona for the City of Corona Navigation Project (Subrecipient Agreement) for the total aggregate amount of \$400,000.

ACTION:Policy

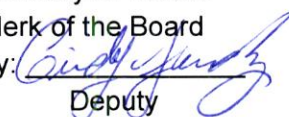

Heidi Marshall, Director 8/15/2024

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: August 27, 2024
xc: HWS

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$400,000	\$ 0	\$400,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State Funding			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

California Advancing and Innovating Medi-Cal (CalAIM) is a long-term California Department of Health Care Services (DHCS) initiative to transform and strengthen Medi-Cal, offering Californians a more equitable, coordinated, and person-centered approach to maximizing their health and life trajectory. This includes launching the Enhanced Care Management (ECM) benefit and optional Community Supports (CS).

DHCS has developed several incentive programs to support CalAIM implementation, one of which is the Housing and Homelessness Incentive Program (HHIP). HHIP is a voluntary incentive program that will allow health plans to earn incentive funds for making progress in addressing homelessness and housing insecurity and social determinants of health. Total Incentive Funds available are \$1.288 billion one-time funds.

On January 10, 2023, pursuant to Minute Order 3.15, the Board accepted HHIP Grant funding awarded through the Inland Empire Health Plan (IEHP) for the Housing and Homelessness Incentive Program (HHIP), on behalf of Riverside County to support rapid rehousing for Medi-Cal families and youth, and interim housing for aging and disabled populations. A Subrecipient Agreement for permanent supportive housing with the City of Corona Harrison Shelter, Navigation Center, and Respite Care (\$400,000) was approved by the Board but was not executed by the Parties prior to the agreed-upon performance end date of March 31, 2024. Both parties desire that project continue to move forward effective July 1, 2024 through June 30, 2025.

Impact on Residents and Businesses

Residents and businesses will benefit as the funds will be used to address critical gaps in services and housing for homeless seniors, youth, families, and to address housing insecurity and instability as a social determinant of health for the Medi-Cal population in Riverside County.

Contract History and Price Reasonableness

In accordance with Ordinance 459, this agreement is exempt from competitive bidding under Category II, Exceptions, e. Services rendered by any federal, state, or local government agency.

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

ATTACHMENTS:

- Subrecipient Agreement HWSCoC-0004871 with the City of Corona for the City of Corona Navigation Project

HM;MW;TT;cg
Prev.Agn.Ref.:(01/10/23 3.15)


Meghan Hahn, Director of Procurement

8/22/2024


Brianita Lontajo, Principal Management Analyst

8/22/2024


Aaron Gettis, Chief of Deputy County Counsel

8/19/2024

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

and

City of Corona

Housing and Homelessness Invention Program Subrecipient Agreement

City of Corona Navigation Project

HWSCoC-0004871



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



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Attachment II – PII Privacy and Security Standards
Attachment III – Assurance of Compliance
Attachment IV - IEHP and Molina HHIP Investment Plan Workbook

*Attachment incorporated by reference.

This Subrecipient Agreement for the Housing and Homelessness Incentive Program (herein referred to as "Agreement") is made and entered into this _____ day of _____, 2024, by and between the City of Corona, a general law city, (herein referred to as "SUBRECIPIENT"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing and Workforce Solutions (herein referred to as "COUNTY").

WHEREAS, the Department of Housing and Workforce Solutions (herein referred to as "HWS") has been designated by the COUNTY to provide coordination and administration of the COUNTY's Continuum of Care Program, Inland Empire Health Plan ("IEHP") and Molina Healthcare ("MHC") has partnered with HWS to provide significant investments in providing supportive services, homeless system enhancement and assistance for homeless persons in Riverside County; and,

WHEREAS, the SUBRECIPIENT owns the Harrison Hope Center ("HHC") that offers low-barrier emergency shelter, meals, case management, life skills training, respite care, pet care and pet accommodations, whatever it takes crisis stabilization services, permanent housing resources which include home furnishing services, as well as full range of medical, behavioral health and oral care services from Centro Medico Community Clinic, the onsite clinic partner;

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

- A. "Administrative Entity" means a unit of general purpose local government (city, county or a city that is also a county) or nonprofit organization that has previously administered federal Department of Housing and Urban Development Continuum of Care funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations that has been designated by its Continuum of Care to administer the Housing and Homelessness Incentive Program.
- B. "Budget Amendment" means any change affecting the overall total grant amount awarded that may or may not affect the scope of work.
- C. "Budget Modification" means any change on the dollar amounts of budget line items without any change on the overall total grant amount awarded of this agreement.
- D. "CES" refers to the Riverside County Coordinated Entry System that serves to prioritize Homeless individuals according to longest length of homelessness and greatest service needs.
- E. "CES Lead Agency" or "HomeConnect" means the County of Riverside's Coordinate Entry System Lead Agency responsible for facilitating the coordination and management of resources and services through Riverside County's crisis response system.
- F. "CoC" refers to the Continuum of Care for Riverside County.
- G. "COUNTY" or "HWS" refers to the County of Riverside and its Department of Housing and Workforce Solutions, which has administrative responsibility for this Agreement. HWS and COUNTY are used interchangeably in this Agreement.
- H. "Expended" means all HHIP funds Obligated under this Agreement or Subcontract have been fully paid and receipted, and no invoices remain outstanding.

- I. "Family" or "household members" refers to the following persons:
1. Persons related by blood or marriage;
 2. Persons legally married to one another;
 3. Persons formally married to one another regardless of whether they still reside in the same household;
 4. Persons who have a child in common regardless of whether such persons are married or have lived together at any time;
 5. Unrelated persons who are continually or at regular intervals living in the same household or who have in past continually or at regular intervals lived in the same household; or
 6. Unrelated persons who have had intimate or continuous social contact with one another and who have access to one another's household.
- J. "FQHC" refers to Federally Qualified Health Center as defined in Section 1396d(a)(2)(C) of Title 42 of the United States Code.
- K. "HHIP" or "Program" means the Housing and Homelessness Incentive Program established pursuant to Chapter 6 part 1 of Division 31 of the Health and Safety Code. HHIP and Program are used interchangeably in this Agreement.
- L. "HMIS" refers to the Riverside County Homeless Management Information System.
- M. "MCP" refers to Managed Medicare Plan.
- N. "Participant(s)" refers to individuals who utilize supportive housing services, including referral services or individuals who are residents or former residents of the housing project.
- O. "Permanent Housing" means a structure or set of structures with subsidized or unsubsidized rental housing units subject to applicable landlord-tenant law, with no limit on length of stay and no requirement to participate in supportive services as a condition of access to or continued occupancy in the housing. Permanent Housing includes Permanent Supportive Housing.
- P. "Project" refers to housing and/or supportive services for facilitating the movement of homeless individuals through the Continuum of Care into independent Permanent Housing.
- Q. "Rapid Re-Housing" means a model of housing assistance that is designed to assist the Homeless, with or without disabilities, move as quickly as possible into Permanent Housing and achieve stability in that housing. Rapid Re-Housing assistance is time-limited, individualized, flexible, and is designed to complement and enhance Homeless system performance and the performance of other Homeless projects.
- R. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the SUBRECIPIENT with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- S. "SUBRECIPIENT" refers to Subrecipient including its employees, agents, representatives, subcontractors and suppliers. City of Corona and Subrecipient are used interchangeably in this Agreement.

2. DESCRIPTION OF SERVICES

SUBRECIPIENT shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services, Attachment II – PII Privacy and Security Standards, Attachment III – Assurance of Compliance, and Attachment V - IEHP and Molina HHIP Investment Plan Workbook

3. PERIOD OF PERFORMANCE

This Agreement shall be effective July 1, 2024 (“Effective Date”) and continues in effect through June 30, 2025 (“Period of Performance”), unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter until the end of the Period of Performance. COUNTY and SUBRECIPIENT agree that all services provided to the Target Population are estimated to be, and shall be, fully performed by September 30, 2024. Under exceptional circumstance, this estimated end date for full performance of all services provided to the Target Population may be extended to a date as needed by the parties with written approval from HWS.

4. COMPENSATION

COUNTY shall pay SUBRECIPIENT for services performed, products provided, or expenses incurred in accordance with the terms of Schedule A, Payment Provisions. COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of SUBRECIPIENT’s expenses related to this Agreement. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to SUBRECIPIENT, but not used for purposes of this Agreement shall revert to COUNTY within thirty (30) calendar days of the expiration or termination.

5. TERMINATION FOR CONVENIENCE

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

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

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

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

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

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

6. TERMINATION FOR CAUSE

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

Cause shall include, but is not limited to:

- (1) SUBRECIPIENT's failure to comply with the terms or conditions of this Agreement;
 - (2) use of, or permitting the use of HHIP funds provided under this Agreement for any ineligible activities;
 - (3) any failure to comply with the deadlines set forth in this Agreement;
 - (4) violation of any federal or state laws or regulations; or
- B. In addition to the other remedies that may be available to COUNTY in law or equity for breach of this Agreement, COUNTY may:
- (1) Bar the SUBRECIPIENT from applying for future HHIP funds;
 - (2) Revoke any other existing HHIP award(s) to the SUBRECIPIENT;
 - (3) Require the return of any unexpended HHIP funds disbursed under this Agreement;
 - (4) Require repayment of HHIP funds disbursed and Expended under this Agreement;
 - (5) Require the immediate return to COUNTY of all funds derived from the use of HHIP funds including, but not limited to recaptured funds and returned funds;
 - (6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHIP requirements; and,
 - (7) Seek such other remedies as may be available under this Agreement or any law.
- C. After receipt of the notice of termination, SUBRECIPIENT shall:
- (1) Stop all work under this Agreement on the date specified in the notice of termination; and
 - (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.
- D. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.
- E. The rights and remedies of COUNTY provided in this section shall be cumulative not exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

7. DEFAULT

- A. A default shall consist of any use of HHIP funds for a purpose other than as authorized by this Agreement or failure of SUBRECIPIENT to provide services to support the operation of the Harrison Hope Center (HHC) for the Period of Performance in accordance with the requirements of the provisions of this Agreement. In the event of an occurrence of default, COUNTY may take one or more of the following actions:

1. Issue a letter of warning advising SUBRECIPIENT of the default that establishes a date by which corrective actions must be completed and puts SUBRECIPIENT on notice that more serious actions will be taken if the default is not corrected or is repeated;
2. Direct SUBRECIPIENT to submit progress schedules for completing the approved activities;
3. Direct SUBRECIPIENT to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
4. Direct SUBRECIPIENT to reimburse the program accounts for costs inappropriately charged to the Program; and/or

B. No delay or omission by COUNTY in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any SUBRECIPIENT default.

8. REQUEST FOR WAIVER AND WAIVER OF BREACH

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

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

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

10. CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST

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

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

11. RECORDS, INSPECTIONS, AND AUDITS

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

inspecting performance through any combination of on-site visits, inspections, evaluations, and SUBRECIPIENT self-monitoring. SUBRECIPIENT shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items.

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

12. CONFIDENTIALITY

- A. SUBRECIPIENT shall maintain the privacy and confidentiality of all participant-related information and records, regardless of format, received pursuant to this Agreement ("Confidential Information"). Confidential Information includes, but is not limited to,; medical, personnel, or security records; or COUNTY information or data which is not subject to public disclosure. SUBRECIPIENT shall keep all Confidential Information, not otherwise subject to public disclosure, received from COUNTY in the strictest confidence. SUBRECIPIENT shall comply with Welfare and Institutions Code (WIC) Section 10850.
- B. SUBRECIPIENT shall take special precautions, including, but not limited to, sufficient training of SUBRECIPIENT's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- C. SUBRECIPIENT shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. SUBRECIPIENT shall not use such information for any purpose other than carrying out SUBRECIPIENT's obligations under this Agreement.
- D. SUBRECIPIENT shall promptly transmit to COUNTY all third-party requests for disclosure of confidential information. SUBRECIPIENT shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. PERSONALLY IDENTIFIABLE INFORMATION

- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific

individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in the Project, and SUBRECIPIENT may collect PII for such purposes, to the extent such activities are authorized by law.

- B. SUBRECIPIENT may use or disclose PII only to perform functions, activities or services directly related to the administration of the Program or this Agreement in accordance with WIC sections 10850 and 14100.2, 42 Code of Federal Regulations (CFR) section 431.300 et.seq, and 45 CFR 205.50 et.seq, or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the client, are allowable. Any other use or disclosure of PII requires the express approval in writing by COUNTY. SUBRECIPIENT shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.
- C. SUBRECIPIENT agrees to the PII Privacy and Security Standards attached as Attachment II. When applicable, SUBRECIPIENT shall incorporate the relevant provisions of Attachment II into each subcontract or sub-award to subcontractors.

14. HOLD HARMLESS/INDEMNIFICATION

SUBRECIPIENT agrees to indemnify and hold harmless COUNTY, its departments, agencies, and districts (including their officers, employees and agents) (collectively "COUNTY Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of SUBRECIPIENT (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. SUBRECIPIENT shall, at its sole expense and cost, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend COUNTY Indemnitees in any such claim or action. SUBRECIPIENT shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise SUBRECIPIENT's indemnification obligation. SUBRECIPIENT's obligation hereunder shall be satisfied when SUBRECIPIENT has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe SUBRECIPIENT's obligations to indemnify and hold COUNTY harmless.

15. INSURANCE

- A. Without limiting or diminishing SUBRECIPIENT's obligation to indemnify or hold COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

- C. SUBRECIPIENT's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, SUBRECIPIENT's carriers shall either; 1) reduce or eliminate such self-insured retention as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. SUBRECIPIENT shall cause SUBRECIPIENT's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. SUBRECIPIENT shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- E. It is understood and agreed to by the parties hereto that SUBRECIPIENT's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT has become inadequate.
- G. SUBRECIPIENT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to COUNTY.
- I. SUBRECIPIENT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

16. WORKER'S COMPENSATION

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

17. VEHICLE LIABILITY

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

18. COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SUBRECIPIENT's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

19. PROFESSIONAL LIABILITY

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

20. INDEPENDENT CONTRACTOR

It is agreed that SUBRECIPIENT is an independent contractor and that no relationship of employer-employee exists between the parties. SUBRECIPIENT and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. COUNTY shall not be required to make any deductions for SUBRECIPIENT employees from the compensation payable to SUBRECIPIENT under this Agreement. SUBRECIPIENT agrees to hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement.

SUBRECIPIENT agrees to indemnify and defend, at its sole expense and cost, including but not limited to, attorney fees, cost of investigation, defense and settlements, or awards, COUNTY, its officers, agents, and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.

21. USE BY POLITICAL ENTITIES

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

22. LICENSES AND PERMITS

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

23. NO DEBARMENT OR SUSPENSION

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

24. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

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

25. CLEAN AIR/WATER ACTS

As required in all contracts with an estimated total value in excess of \$100,000, SUBRECIPIENT agrees to comply with all applicable requirements issued under Section 306 of the Clean Air Act (33 U.S.C. 1368), U.S. Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, Part 15). These laws and regulations require SUBRECIPIENT not to use facilities on the EPA list of violating facilities and to report violations to the EPA.

26. LEAD BASED PAINT

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

27. ENVIRONMENTAL REQUIREMENTS

SUBRECIPIENT shall supply all available, relevant information necessary for COUNTY to perform

any environmental review for each property, as required under 24 CFR Part 50. SUBRECIPIENT shall also perform mitigating measures required by COUNTY or select an alternate eligible property.

For all funded Applications, COUNTY will inform SUBRECIPIENT of any required additional environmental review.

28. EMPLOYMENT PRACTICES

- A. SUBRECIPIENT shall comply with all federal and state statutes and regulations in the hiring of its employees.
- B. SUBRECIPIENT shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement and, if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- C. In the provision of benefits, SUBRECIPIENT shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.
- D. By signing this Agreement or accepting funds under this Agreement, SUBRECIPIENT shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).
- E. SUBRECIPIENT shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirements for child support enforcement shall constitute a material breach of this Agreement.

29. PERSONNEL

- A. Upon request by COUNTY, SUBRECIPIENT agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult Participants. The list shall include:
 - 1. All staff who work full or part-time positions by title, including volunteer positions;
 - 2. A brief description of the functions of each position and hours each position worked; and
 - 3. The professional degree, if applicable, and experience required for each position.
- B. COUNTY has the sole discretion to approve or not approve any person on the SUBRECIPIENT's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult Participants. COUNTY shall notify SUBRECIPIENT in writing of any person not approved, but to protect Participant confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, SUBRECIPIENT shall immediately remove that person from providing services under this

Agreement.

C. Background Checks

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

30. LOBBYING

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

31. ADVERSE GOVERNMENT ACTION

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

32. SUBCONTRACTS

- A. As part of its HHIP application, SUBRECIPIENT listed Mercy House as the Subcontractor/Operator of the HHC. No other subcontract shall be made by the SUBRECIPIENT with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the SUBRECIPIENT and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

B. SUBRECIPIENT shall not enter into any Subcontract with any subcontractor who:

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

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

D. SUBRECIPIENT shall insert clauses in all Subcontracts to bind its subcontractors to the terms and conditions of this Agreement.

E. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of SUBRECIPIENT and COUNTY.

33. SUPPLANTATION

SUBRECIPIENT shall not supplant any federal, state or COUNTY funds intended for the purpose of this Agreement with any funds made available under any other agreement. SUBRECIPIENT shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue. SUBRECIPIENT agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or COUNTY funds under any COUNTY programs without prior approval of COUNTY.

34. ASSIGNMENT

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

35. FORCE MAJEURE

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

36. GOVERNING LAW

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

37. DISPUTES

- A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. SUBRECIPIENT shall proceed diligently with the performance of this Agreement pending resolution of a dispute.
- B. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

38. ADMINISTRATIVE/CONTRACT LIAISON

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

39. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

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

B. Participant Complaints

SUBRECIPIENT shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from COUNTY of a complaint with respect to any alleged discrimination in the provision of services by SUBRECIPIENT's personnel. SUBRECIPIENT must distribute to social service Participants that apply for and receive services, "Your Rights under California Welfare Programs" brochure (Publication 13). For copies of this brochure, visit the following website at:

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

Civil Rights Complaints should be referred to:

CoC Program Manager
Riverside County Housing and Workforce Solutions

3403 10th Street, Suite 300
 Riverside, CA 92501

C. Services, Benefits and Facilities

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

- i. Denying a Participant any service or benefit or availability of a facility on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap.
- ii. Providing any service or benefit to a Participant which is different, or is provided in a different manner, or at a different time or place from that provided to other Participants on the basis of race, color, creed or national origin.
- iii. Restricting a Participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap. Treating a Participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit, on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap.

D. Cultural Competency

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

40. NOTICES

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

COUNTY:

Housing and Workforce Solutions

3403 Tenth Street, Suite 300
 Riverside, CA 92501

SUBRECIPIENT:

City of Corona
 Attn: Homeless Solutions Manager
 400 S. Vicentia Avenue
 Corona, CA 92882

41. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

42. MODIFICATION OF TERMS


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

43. ENTIRE AGREEMENT

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

Authorized Signature for SUBRECIPIENT:	Authorized Signature for COUNTY:
Printed Name of Person Signing: Jacob Ellis	Printed Name of Person Signing: Heidi Marshall
Title: City Manager, City of Corona	Title: Director, HWS

Date Signed:	Date Signed:
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FORM APPROVED COUNTY COUNSEL
BY 
~~KRISTINE BELL-VALDEZ~~ DATE

Schedule A
Payment Provisions

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. COUNTY shall pay SUBRECIPIENT one lump sum payment for an amount not to exceed \$400,000. Said funds shall be spent in accordance with the line-item budget below:

Budget Category	Description of Services	Cost
Direct Program Services	Shelter/Navigation Center operations for emergency shelter beds, meals, case management, respite care, "whatever it takes crisis stabilization" and housing placement services, including but not limited to housing navigation, security deposits, rental assistance, home furnishing services, landlord incentives, as well as transportation shuttle and meal program day services for non-shelter residents, and if needed by participants, after-hours respite care/medical support not provided by FQHC during clinic satellite hours	\$400,000
Indirect Costs/Admin	HHIP funds will be leveraged with City of Corona funds; therefore, 100% of HHIP grant will be used for direct services	\$-0-
Total		\$400,000

- The table above may be changed (without changing the Total amount) as approved with written approval from HWS.
- Subrecipient must meet the prorated monthly spending milestones in each line item in the table above. (Note: Monthly spending milestones are the amounts of the budget line items divided by the number of months in the Period of Performance). Submit the Fiscal Performance Report by the 10th business day of the following month
 - b. SUBRECIPIENT will be paid the actual amount of any invoice for payment. If the required supporting documentation is not provided, COUNTY may delay payment until the information is received by COUNTY.
 - c. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. Each claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days (see A.4 DISBURSEMENT OF FUNDS for actual payment information).
 - d. All Program funds shall be expended by June 30, 2025.
 - e. SUBRECIPIENT shall ensure that funds provided under this Agreement are not used to pay developer's fees, to establish working capital, or operate deficit funds.

1. In the event that SUBRECIPIENT does not meet the requirements as set forth in paragraph A.1. above, COUNTY reserves the right to suspend or terminate this Agreement.

f. An expenditure which is not authorized by the Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to COUNTY by SUBRECIPIENT.

A.2 FINANCIAL RESOURCES

During the term of this Agreement, SUBRECIPIENT shall maintain sufficient financial resources necessary to fully perform its obligations. SUBRECIPIENT confirms there has been no material financial change in SUBRECIPIENT (including any parent company) since its last financial statement that has resulted in a negative impact to its financial condition.

A.3 DISALLOWANCE

If SUBRECIPIENT receives payment under this Agreement which is later disallowed by the COUNTY for nonconformance with the Agreement, SUBRECIPIENT shall promptly refund the disallowed amount to COUNTY, or, at its option, COUNTY may offset the amount disallowed from any payment due to SUBRECIPIENT.

A.4 REALLOCATION OF FUNDS

Reallocating funds is one of the most important tools by which CoC Programs can make strategic improvements to their homelessness system. Through reallocation, CoC Programs can create new, evidence-informed Projects by eliminating Projects that are underperforming or are more appropriately funded from other sources. Projects with returned/unspent funds, regardless of the amount will be considered for reallocation by the CoC Board of Governance.

A.5 BUDGET MODIFICATION, BUDGET AMENDMENT, AND OTHER AMENDMENT

SUBRECIPIENT is expected to implement the agreed services and activities and meet all performance and financial outcomes as planned and agreed in this agreement. SUBRECIPIENT shall make no changes to the budget without first obtaining written approval from the HWS. Any budget amendments must be requested by the SUBRECIPIENT 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 requested in writing at least six (6) months prior to the end of the Period of Performance.

a. Budget Modification, Budget Amendment and/or any other Amendment of Agreement for Convenience may be conducted based on mutual agreement between the COUNTY and SUBRECIPIENT and written approval from HWS with no negative effect for both parties under the authority of HWS.

b. Budget Modification, Budget Amendment and/or any other Amendment of Agreement for Cause may be conducted based on mutual agreement between the COUNTY and SUBRECIPIENT and written approval from HWS. Any Cause due to SUBRECIPIENT's inability to implement the agreed services and/or activities to meet all performance and financial outcomes as planned and agreed in this agreement will become Finding(s) in the monitoring/auditing process and lead to any related effects such as project scoring, evaluation, consideration for future funding opportunities.

A.6 INELIGIBLE COSTS

HHIP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses as identified by the California Department of Health Care Services (DHCS) in accordance with the Medi-Cal Home and Community-Based Services (HCBS) Spending Plan. The IEHP Investment Plan details the funding activities conforming with eligible activities under HHIP (Attachment V - IEHP and Molina HHIP Investment Plan Workbook).

Schedule B
Scope of Services

B.1 SCOPE OF SERVICES

A. Project Description

With the awarded HHIP funding, SUBRECIPIENT will provide or perform the following:

- a. Five (5) post-hospital respite care beds, including after-hours medical care, if needed by clients. SUBRECIPIENT and its SUBCONTRACTOR, Mercy House, reserve the right to use the respite care beds for clients suffering from chronic health issues, disability issues or other special needs if beds are otherwise not needed for formal respite care placements from Corona Regional Hospital;
- b. Twenty (20) low barrier emergency shelter beds for males; and
- c. Fifteen (15) low barrier emergency shelter beds for females.

B. Admission criteria includes the following

- a. Currently homeless with ties to the city of Corona;
- b. Able to complete all Activities of Daily Living (“ADL”) independently;
- c. Wheelchairs, and any other Durable Medical Equipment (“DME”) devices may be accepted under the following conditions:
 1. Ability to use DME device safely and understands proper use (e.g., independent transfers from wheelchair to toilet);
 2. Ability to use DME independently without any stand-by-assistance (“SBA”) with no requirement for comprehensive geriatric assessment (“CGA”); and
 3. Ambulation distance of at least 100 ft. must be reached prior to hospital discharge (with or without DME use).
- d. Able to self-administer medication, with staff oversight;
- e. Continent of both bladder and bowels. If briefs/diapers are used, independent with change of briefs/diaper criteria must be met;
- f. Medically and psychiatrically stable at discharge; and
- g. Alert and oriented to Name, Place, Date and Situation.

C. Exclusions include the following

- a. Not homeless or no ties to the city of Corona;
- b. Unable to complete ADLs, personal care, and medication administration;
- c. Incontinent of bladder and/or bowels (unless client can change his/her diapers/briefs);
- d. Quadriplegic;
- e. Active tuberculosis, C-DIFF, MRSA, COVID-19 or other contagious diseases or viruses;
- f. Meets admission criteria for skilled nursing facility (“SNF”) or long-term care facility (“LTC”);
- g. Stage 3 or higher bedsore (decubitus ulcers) and cardiac ejection fraction (“EF”) %<30;
- h. Active substance abuse and not willing to abstain while in the program;
- i. Unstable medically and psychiatrically;
- j. Combative or aggressive behavior towards staff or other patients while inpatient; and
- k. Patients actively detoxing (e.g., alcohol, benzodiazepines) will need to be stabilized prior to being referred.

D. Process for Emergency Shelter Services

Respite care clients will have the option to be transitioned to regular emergency shelter beds that will provide “whatever it takes crisis stabilization services” and a path to Permanent Housing through the city of Corona’s Permanent Supportive Housing and Tenant Based Rental Assistance Programs. Emergency Shelter/Navigation Center and Permanent Housing programs are limited to homeless clients with ties to the city of Corona.

Respite care clients that transition to the regular emergency shelter program may receive shelter for up to 180 consecutive days, although the goal will be to connect clients to Permanent Housing resources within 90 days.

E. Permanent Housing Resources

Depending upon client income eligibility and disability verifications, respite care and emergency shelter clients may qualify for tenant-based rental assistance or permanent supportive housing programs administered by Mercy House and fully funded by the SUBRECIPIENT.

F. Service Partners and Wrap Around Services

- a. City of Corona Homeless Solutions: Management of contracts and strategic support to partners.
- b. City Net: Street outreach/engagement for referrals to Shelter/Navigation Center and housing programs.
- c. Mercy House: Shelter/Navigation Center and housing programs operator.
- d. Centro Medico Community Clinic: Onsite FQHC who will provide medical, behavioral health, and oral care services.
- e. Corona Regional Medical Center: Corona hospital that will refer homeless clients who need discharge to respite care.

G. Delivery of Services and Member Engagement

The city of Corona has a high concentration of homeless who need to be connected to an MCP or are already connected to an MCP but are in need of respite care, shelter, crisis stabilization services and Permanent Housing. Accordingly, the aforementioned service partners will work together to engage MCP Members and connect them to a full continuum of wrap around services.

H. Program Goals

- a. Leverage city of Corona funding to maximize the HHIP investment of \$400,000;
- b. Expand respite care medical services to provide after-hours care;
- c. Enroll homeless clients in an MCP and connect them to respite care, shelter, services, and housing; and
- d. Connect homeless MCP clients to respite care, shelter, services, and housing.

I. Performance Measurement Outcome Statement

1. Outcomes (data analysis)

SUBRECIPIENT shall collect and report anticipated performance measures for meeting the following benchmarks with the dates and number of MCP members served as outlined below:

MCP Member receiving housing-related community supports		
Service Type	Date(s) Served	No. Served
1. Housing Navigation Services		
2. Housing Security Deposits		
3. Housing Placements and Housing Retention Case Management Services		
4. Respite Care		
5. Emergency Shelter Bed Nights		
6. Transportation And Meal Program Day Services		

B.2 CORE COMPONENTS OF HOUSING FIRST

SUBRECIPIENT shall ensure that any housing-related activities funded with HHIP funds, including, but not limited to, emergency shelter, rapid re-housing, Rental Assistance, and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First as set forth in Welfare and Institutions Code Section 8255(b).

B.3 HOMELESS MANAGEMENT INFORMATION SYSTEM

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

1. Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, data collection, and entering required client data on a regular and timely basis.
2. COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant SUBRECIPIENT access to use the HMIS software for the term of this Agreement.
3. SUBRECIPIENT shall ensure that employees using HMIS for client intake capture all required data fields, as set forth in the County of Riverside Continuum of Care HMIS Charter, which is located on the County of Riverside CoC website: https://rivcohhpws.org/sites/g/files/aldnop131/files/2023-05/county-of-riverside-coc-hmis-charter-rev-12-07-22_0.pdf
4. SUBRECIPIENT must maintain a valid HMIS End User Agreement on file with COUNTY, which is located on the County of Riverside CoC website: [https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%20%20Revised%209-10-2020%20\(1\).pdf](https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%20%20Revised%209-10-2020%20(1).pdf)

5. SUBRECIPIENT agrees to provide California Department of Health Care Services (“DHCS”) access to HMIS data collected and entered into the SUBRECIPIENT’S HMIS, upon request, and to participate in any statewide data initiative as directed by the DHCS, including, but not limited to, a statewide data integration environment.
6. SUBRECIPIENT will require its contracted operator, Mercy House, to input data in compliance with HMIS standards.

B.4 COORDINATED ENTRY SYSTEM

1. Participation is defined by CES training attendance, complying with Riverside County CES Policies and Procedures, data collection, valid user agreements, and entering required client data on a regular and timely basis. The Riverside County CES Policies and Procedures may be located on the following website:
https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%20Policies%20and%20Procedures%20Amended%205_20_2021.pdf
2. Subject to SUBRECIPIENT’S policy requiring ties to the City of Corona, SUBRECIPIENT shall work with the CES Lead Agency to ensure that screening, assessment and referral of program participants are consistent with the CES Charter, Policies and Procedures which is located on the County of Riverside CoC website:
https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%20Policies%20and%20Procedures%20Amended%205_20_2021.pdf
3. SUBRECIPIENT agrees to work with the CES Lead Agency and coordinate delivery of services (e.g. street outreach, housing navigation, case management, landlord incentive programs, and all other supportive services and housing assistance) to support inquiries received through the CES HomeConnect Hotline and by name list.
4. SUBRECIPIENT agrees to participate in the CES HomeConnect Navigation Council Review Meetings facilitated by the CES Lead Agency.
5. SUBRECIPIENT shall utilize the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) to screen individuals with high barriers to help them gain access to housing services through the CES.
6. SUBRECIPIENT agrees to provide the California Department of Health Care Services (DHCS) access to CES data collected and entered into the SUBRECIPIENT’S HMIS, upon request, and to participate in any statewide data initiative as directed by the DHCS, including, but not limited to, a statewide data integration environment.
7. SUBRECIPIENT will require its contracted operator, Mercy House, to input data in compliance with CES standards.

B.5 REPORTING REQUIREMENTS

- A. SUBRECIPIENT shall follow all HMIS requirements to ensure that complete and accurate data are in HMIS on an ongoing basis unless exempted for special population such as victims of domestic violence and, upon request from HWS CoC staff, submit information on time to HWS CoC to ensure that HWS CoC staff has complete and accurate information to conduct any kind of reporting including annual reports to the DHCS.
- B. Information needed for reporting purposes include but are not limited to the followings. Subrecipient is required to have such information on HMIS and, as needed, establish internal

mechanism(s) to ensure that information listed below is tracked on an ongoing basis and available at all times during the contract term and record retention period.

1. An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds.
 2. The unduplicated number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.
 3. The type of housing assistance provided, broken out by the number of individuals.
 4. Outcome data for individual served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.
 5. Number of Instances of Service.
 6. Increases in capacity for new and existing programs.
 7. The number of unsheltered homeless individuals becoming sheltered.
 8. The number of homeless persons entering Permanent Housing.
- C. Breakdowns will be expected for each activity (i.e. services, capital improvements, Rental Assistance, etc.) and program type (i.e. Emergency Shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities identified by the U.S. Department of Housing and Urban Development (HUD):
1. Chronically Homeless
 2. Homeless veterans
 3. Unaccompanied Homeless Youth
 4. Homeless persons in families with children
- D. SUBRECIPIENT will also be asked to comment on the following:
1. Progress made toward local homelessness goals.
 2. The alignment between HHIP funding priorities and “Housing First” principles adopted by the Homeless Coordinating and Financing Council.
 3. Any other effects from HHIP funding that the CoC would like to share (optional).

ATTACHMENT I
MONTHLY PERFORMANCE REPORT



Monthly Performance Report
for the month of _____, 20
(due on the 10th business day after the above stated month)

Organization Name: _____

Project Name: _____

Contact Person: _____ **Position:** _____

Email: _____ **Phone Number:** _____

Project Start Date: _____ **Project End Date:** _____

Total Award Amount: _____

Part 1: Program Performance			
<i>(Please attach support documentation such as data/reports from HMIS or comparable database for DV projects)</i>			
Measures per Contract	Contract Total	Accumulated Actual	Actual % of Goal
# of Units / Households served	Minimum 60		%
# of Beds / Persons served	Minimum 80		%
% Persons achieved housing stability	Minimum 90%		%
% Persons exited back into homelessness	Maximum 10%		%
Mainstream benefit attainment	Minimum 80%		%
Increase in income/employment	Minimum 30%		%

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

Part 3: Challenges:

•

Part 4: Request for Training / Technical Assistance

•

Part 5: Comments / Remarks

•

ATTACHMENT II
Privacy and Security Standards

I. PHYSICAL SECURITY

The SUBRECIPIENTS'S Sub-Contractor, Mercy House, shall be required to ensure PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The SUBRECIPIENTS'S Sub-Contractor agrees to safeguard PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of the HHC facility 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 Sub-Contractor staff.
- D. Require Sub-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 Sub-Contractor facilities and the HHC 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. SUBRECIPIENT's Sub-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 SUBRECIPIENT's Sub-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. If SUBRECIPIENT's Sub-Contractor chooses to permit its staff to leave records unattended in vehicles, it 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 SUBRECIPIENT and/or its Sub-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 SUBRECIPIENT and its Sub-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 SUBRECIPIENT and its Sub-Contractor shall immediately notify the County when it discovers that there may have been a breach in security which has or may have resulted in compromise to confidential data. For purposes of this section, immediately is defined as within two hours of discovery. The County contact for such notification is as follows:

Breaches should be referred to:

HWS Privacy Officer
Riverside County Housing and Workforce Solutions
3403 Tenth Street, Suite 300
Riverside, CA 92501

Attachment III
Assurance of Compliance

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

CONTRACTOR
ORGANIZATION

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

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE SUBRECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/ procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the use of California Department of Health Care Services (DHCS) in accordance with the Medi-Cal Home and Community-Based Services (HCBS) Spending Plan , will be prohibited.

BY ACCEPTING THIS ASSURANCE, the SUBRECIPIENT 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 COUNTY, DHCS 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, DHCS shall have the right to invoke fiscal sanctions or other legal remedies, 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
400 S. Vicentia Avenue
Corona CA, 92882

SUBRECIPIENT's Authorized Signature

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

CR50-Vendor Assurance of Compliance

Attachment V - IEHP and Molina HHIP Investment Plan Workbook

IEHP Investment Plan Workbook

	Investment Activity	Gap/Need Addressed	Proposal Description	Final Amount Allocated
1	CoC Support	Enhance partnership between MCP and CoC's.	<ul style="list-style-type: none"> \$1M Riverside CoCs to supplement existing HHAP financial plans and strengthen housing-related infrastructure and workforce (i.e., administrative costs, employee retention, and certifications) by end of January 2023. 	\$2,500,000
			<ul style="list-style-type: none"> \$1.5M over 3 years to support the Point-in-Time County of Riverside "More Than a Count" Initiative that will strategically place and coordinate transportation, medical screenings, and interim placements for those identified during the day of the count. First payment to help support 2023 PIT count by end of January 2023. 	
2	CES Support	Improve connection and integration with local CES	<ul style="list-style-type: none"> \$500,000 to support Riverside County's CES' infrastructure development and enhancement including, software upgrades, data matching, system integration, workforce education and development (i.e., onboarding and training of employees) by end of Q2 2023. 	\$500,000

Attachment V - IEHP and Molina HHIP Investment Plan Workbook

IEHP Investment Plan Workbook

3	<i>Community Supports Services Enhancement</i>	Provide more medically appropriate and cost-effective housing-related Community Supports services or other housing-related services to MCP members who are experiencing homelessness.	<ul style="list-style-type: none"> • \$250,000 to enhance community supports vendors to incentivize landlords by end of Q1 2023 • \$500,000 may be provided to organizations serving the SMI/SED population for the enhancement/expansion of housing related services by end of Q1 2023 	\$750,000
4	<i>CoC collaboration and partnerships</i>	Increase the number of data sharing agreements with counties, COC, and/or organizations that deliver housing services allowing for timely exchange of information and member matching.	<ul style="list-style-type: none"> • \$2M to support the expansion of contractual arrangements with housing-related service Providers who can provide interim housing, rental assistance, supportive housing, outreach services, and/or prevention/diversion services by end of Q2 2023. 	\$2,000,000

Attachment V - IEHP and Molina HHIP Investment Plan Workbook

IEHP Investment Plan Workbook

5	<i>DMC-ODS Support and Collaboration</i>	MHP and DMC-ODS do not capture housing status. (1.MHP and DMC-ODS do not capture housing status (they may have their own homeless indicators)	<ul style="list-style-type: none"> •\$500,000 to Riverside County to improve the sharing of patient information including, member matching and current housing status, integration, coordination of care, and case management with MHPs by end of Q3 2023. 	\$500,000
6	<i>Permanent Supportive Housing</i>	Addressing lack of infrastructure and housing space/beds	<ul style="list-style-type: none"> • 10.5 million over 3 years to support the CoC's development/infrastructure for 808 beds and facilitate linkages to healthcare treatment for physical health, mental health, and substance use. First capital payments by end of Q1 2023. 	\$10,500,000

Attachment V - IEHP and Molina HHIP Investment Plan Workbook

IEHP Investment Plan Workbook

7	<i>Disparities and Equity Services Support</i>	Address disparities and equity in service delivery, housing placements, and housing retention.	<ul style="list-style-type: none"> • \$1M to support Riverside CoCs in addressing disparities and equity in outreach, coordination, and permanent supportive housing solutions by end of Q2 2023. • \$1M to address disparities and equity by supporting entities who provide services to the LBGTQ+ and HIV population by end of Q2 2023. 	\$2,000,000
8	<i>Street Medicine Support</i>	Increase ability to identify and house individuals who are not accounted for in reports, require more urgent services, and dissemination of information.	<ul style="list-style-type: none"> • \$1M for IEHP to directly contract with a street medicine provider/teams who provide medical care for patients experiencing homelessness using "street medicine" model best practices and create increase encampment response by January 31, 2023. • \$5.1M to support the County and CoC to integrate street medicine professionals into supervisorial street medicine teams by end of Q2 2023. 	\$6,100,000

Attachment V - IEHP and Molina HHIP Investment Plan Workbook

IEHP Investment Plan Workbook

<p>9</p>	<p><i>HMIS Collaboration and Enhancement</i></p>	<p>HMIS is not being used to its fullest potential.</p>	<ul style="list-style-type: none"> • \$750,000 to support the expansion of the CoC's No Wrong Door Approach by increasing the number of licenses available to support users across all sectors and forward-facing dashboards to measure project and system-performance towards achieving metrics. Additionally, help with resource support to assist Plan/County Member matching efforts. By end of Q2 2023. • \$2M to incentivize Riverside County HMIS to increase member matching capabilities, and to send timely alerts when there is a change in an IEHP member's housing status. 	<p>\$750,000</p>
<p>10</p>	<p><i>Community Supports</i></p>	<p>Increasing Community Support Providers and housing-related care services.</p>	<ul style="list-style-type: none"> • \$2M to expand the network of Community Support Providers as well as augment housing-related care services to include; increased case management services in clinics, behavioral health Staffing, respite beds, and substance abuse and/or prevention programs by end of Q2 2023. • \$2M to incentivize IEHP's Community Support's network Providers to accept a higher volume of referrals from IEHP. 	<p>\$2,000,000</p>

Attachment V - IEHP and Molina HHIP Investment Plan Workbook

IEHP Investment Plan Workbook

11	Homeless Shelter Respite Care Center Development	Lack of respite care and shelter beds	\$5M over 3 years to directly support capital improvements for the shelter's respite care program. The center will support 10 respite care beds and a total of 60 shelter beds.	\$5,000,000
			<ul style="list-style-type: none"> \$7M to incentivize housing service-related Providers to house IEHP Members 	
			<ul style="list-style-type: none"> \$4M incentive dollars for those Providers to keep the IEHP Members housed through October 31, 2023. 	
			\$32,600,000	

Attachment V - IEHP and Molina HHIP Investment Plan Workbook

Molina Healthcare Plan Workbook

Investment Activity	Gap or Need Addressed	Proposal Description	Final Amount Allocated
1. Expansion of Affordable Housing in Riverside County	MCP members lack immediate and equitable access to housing.	a. Investment catalyzes a pipeline of 2,442 units set to start to construction within next 2 years and 6,936 set to start over the next 5 years. b. \$1.2 Billion in development set to start within 2 years. c. County to match investment 1:1 and overall investment is leveraged 24:1 within 2 years. d. Units in pipeline for the County's diverse population of farmworkers, seniors, homeless, families, those with HIV/AIDs, etc	\$1,000,000
2. Increase Housing and Services for Homeless	MCP members lack immediate and equitable access to housing.	a. The CoC is requesting \$14M to support 808 beds through the 2022 HUD CoC Competition due 09/30/22. b. CoC's receive extra points on the application for partnering with health care systems and receiving a 25% cash or in-kind match. c. Match dollars can be used to increase the number of persons assisted towards housing and facilitate linkages to healthcare treatment for physical health, mental health, and substance use.	\$350,000
3. Street Medicine Teams	While there are some existing street medicine services available, most are limited in scope. Additionally, there is a lack of coordination for robust, integrated street medicine in the county.	a. Integrate street medicine professionals into 5 supervisorial CoC-funded street outreach teams. b. The County and CoC fund street outreach at \$4.4M Annually through a one-time allocation of ESG-CV funds. c. Teams are comprised of community based and county departments such as Housing Authority, Adult Services, Behavioral Health, Path of Life, Valley Restart, LightHouse Social Services, Coachella Valley Rescue Mission, Operation Safehouse, Step-up on Second, Starting Over, City Net and Social Work Action Group. a. Strategically place and coordinate transportation, medical screenings and interim placements for vulnerable adults identified during the day of the count.	\$170,000

Attachment V - IEHP and Molina HHIP Investment Plan Workbook

Molina Healthcare Plan Workbook

<p>4. Point-in-Time County of Riverside "More Than a Count" Initiative</p>	<p>Insufficient resources to fund, staff, and coordinate the PIT count.</p>	<p>b. County Innovative program – has not been implemented in any other county. c. Utilize a Promotores Model which incorporates persons with lived experience to act as community advocates and facilitate linkages to various systems of care.</p>	<p>\$50,000</p>
<p>5. Homeless Management Information System</p>	<p>Low percentage of Managed Care Plans (MCP) members assessed and connected to the homeless services system. There is also an inability to track and report MCP member outcomes.</p>	<p>a. Expand the CoC's No Wrong Door Approach by increasing the number licenses available (by 150) to support users across all sectors and forward-facing dashboards to measure project and system-performance towards achieving metrics</p>	<p>\$25,000</p>
<p>6. Palm Springs Navigation Center</p>	<p>MCP members lack immediate to shelter, the navigation center will provide beds and services to point members to needed housing resources.</p>	<p>a. Will directly support capital improvements for the shelter's respite care program. b. \$2M will cover capital costs and \$3M for 3 years to support operational costs. c. The center will support 10 respite care beds and a total of 60 shelter beds</p>	<p>\$500,000</p>
<p>7. Corona Harrison Shelter/Navigation Center and Respite Care Operations</p>	<p>MCP members lack immediate to shelter, the navigation center will provide respite care and services to point members to needed housing resources.</p>	<p>a. Request will support operational expenses for 4 years of emergency shelter, post hospital respite care and crisis stabilization services b. Center will support 5 post hospital respite care beds, 30 low barrier emergency shelter beds for males and 5 low barrier emergency shelter beds for females for a total of 40 emergency shelter beds c. Respite care patients will have the option to be transitioned to regular emergency shelter beds that will provide crisis stabilization services and a path to permanent housing through the City's Permanent Supportive Housing and Tenant Based Rental Assistance Programs</p>	<p>\$400,000</p>

\$2,495,000