

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



ITEM: 3.16
(ID # 26669)

MEETING DATE:
Tuesday, March 11, 2025

FROM : HOUSING AND WORKFORCE SOLUTIONS

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Approve the 2024 HUD CoC Subrecipient Agreement template and Approve and Authorize the Director of HWS to execute 2024 Housing and Urban Development (HUD) Continuum of Care (CoC) Subrecipient Agreements with selected CoC Subrecipients; All Districts. [Total Cost \$18,283,543; 100% Federal Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the form of the Subrecipient Agreement Template for 2024 HUD CoC Program (Template) for use with subrecipients of the 2024 HUD CoC Awards (Attachment A);
2. Approve and Authorize the Director of Housing and Workforce Solutions (HWS), or designee, to execute Subrecipient Agreements with selected 2024 HUD CoC Subrecipients. The Subrecipient Agreements shall substantially conform in form and substance to the Template (Attachment B) and as approved as to form by County Counsel, with each subrecipient, for the projects, effective on the start date and terminating on the end date, in an amount not to exceed the total grant amount, as set forth in Attachment A;

Continued on page 2

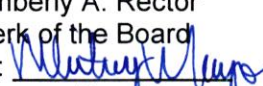
ACTION:Policy


Heidi Marshall, Director 2/25/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: March 11, 2025
xc: HWS

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Director of HWS, or designee, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that make modifications to the scope of services that stay within the intent of the 2024 Subrecipient Agreements; (b) sign amendments that move the allocated funds among the subrecipients; and (c) sign amendments extending the period of performance of the grant projects and modifying the compensation provisions that do not exceed the sum total of the total grant amount of the awards, as approved by HUD; and
4. Authorize the Purchasing Agent to issue Purchase Order(s) for Subrecipient Agreements as set forth in Attachment A.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$9,141,771	\$9,141,772	\$ 18,283,543	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Federal			Budget Adjustment: No	
			For Fiscal Year: FY 25/26 – FY 26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

The U.S. Department of Housing and Urban Development (HUD) administers the Continuum of Care (CoC) Program and has made \$3.6 billion available nationwide during 2024. The funding is available through a competitive process and to CoC jurisdictions such as Riverside County CoC to accomplish the following goals:

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

On April 21, 2020 (agenda item 3.18), the Riverside County's Board of Supervisors adopted Resolution No. 2020-106, authorizing the Director of Housing Workforce Solution (HWS), previously Housing, Homeless Prevention and Workforce Solutions, to apply for and accept Grants from HUD as Administrative Entity for CoC and Collaborative Applicant. Under this role, HWS works alongside the CoC's Board of Governance (BoG), the responsible body approving

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STATE OF CALIFORNIA**

funding recommendations and monitoring the overall effectiveness of the CoC planning processes and activities.

Summary

On July 31, 2024, the U.S. Department of Housing and Urban Development Office of Special Needs Assistance Programs (SNAPS) published the Notice of Funding Opportunity for the Fiscal Year 2024-2025.

On August 28, 2024, the County of Riverside Continuum of Care (CoC) released Request for Proposal #COARC-0025 for FY 2024 Continuum of Care Program Competition. An independent review panel evaluated and scored all 33 applications using the tiered ranking system, as required by HUD, and recommended renewing nineteen (19) existing projects and five (5) new projects. On October 3, 2024, the Riverside County Continuum of Care Board of Governance approved the recommendations made by the independent review panel which were included in the County's HUD CoC Competition application.

On January 17, 2025, the U.S. Department of Housing and Urban Development (HUD) announced the two-year CoC Program Notice of Funding Award. The Riverside County Continuum of Care was awarded a total of \$18,283,543 for 17 Projects that will provide services throughout Riverside County and the County's Homeless Management Information System (HMIS) and Planning Project.

HWS CoC is now ready to issue contracts against the awards listed in Attachment A. Staff recommends approval of the contract template as Attachment B, which has been approved as to form by County Counsel.

Impact on Residents and Businesses

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

ATTACHMENTS:

- ATTACHMENT A: 2024 HUD NOFO Awards
- ATTACHMENT B: 2024 HUD CoC Subrecipient Agreement Template

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

HM;MW;TT;cg
Prev.Agn.Ref.: 04/21/2020, 3.18

	
Stacy Orton, Assistant Director of Purchasing	Brannia Lontajo, Principal Management Analyst
2/26/2025	3/3/2025


Aaron Gettis, Chief of Deputy County Counsel
2/27/2025

Contract #	Agency	Term	Grant Annual Amount
HWSCOC-0000112	LightHouse Social Service Centers	09/01/25 - 08/31/27	\$416,689
HWSCOC-0000113	Jewish Family Service	06/01/25 - 05/31/27	\$2,826,049
HWSCOC-0000114	Riverside University Health Systems – Behavioral Health (RUHS-BH)	06/01/25– 05/31/27	\$2,205,755
HWSCOC-0000115	Path of Life Ministries	07/01/25-06/30/27	\$2,258,201
HWSCOC-0000116	LightHouse Social Service Centers	07/01/25-06/30/27	\$426,923
HWSCOC-0000117	Riverside University Health Systems – Behavioral Health (RUHS -BH)	12/01/25-11/30/27	\$1,223,410
HWSCOC-0000118	LightHouse Social Service Centers	08/01/25-07/31/27	\$589,545
HWSCOC-0000119	Jewish Family Service	10/1/25-09/30/27	\$1,657,345
HWSCOC-0000120	LightHouse Social Service Centers	01/1/26-12/31/27	\$501,222
HWSCOC-0000066	Mercy House	2/01/25–01/31/27	\$68,178
HWSCOC-0000067	Valley Restart Shelter	2/01/25-01/31/27	\$504,122
HWSCOC-0000068	City of Riverside	2/01/25-01/31/27	\$258,223
HWSCOC-0000069	Riverside University Hospital System (RUHS)	2/01/25-01/31/27	\$1,038,827
HWSCOC-0000070	Riverside University Hospital System (RUHS)	2/01/25-01/31/27	\$150,972
HWSCOC-0000071	LightHouse Social Service Centers	2/01/25-01/31/27	\$1,891,206.40
HWSCOC-0000072	Transgender Health and Wellness	2/01/25-01/31/27	\$472,801.60
HWSCOC-0000073	His Daughters House	2/01/25-01/31/27	\$551,350
NA	HMIS	07/01/25-06/30/27	\$365, 881
NA	County of Riverside Planning Project	07/01/25-06/30/27	\$876,843
Total			\$18,283,543

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

and

[Subrecipient Name]

2024 HUD Continuum of Care Program Subrecipient Agreement

[Project Name]

Grant Number: [CA]

Contract Number [HWSCoC-00000XX]



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.



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List of Schedules

- Schedule A – Payment Provisions
- Schedule B – Scope of Services

List of Attachments

- Attachment I – Monthly Performance Report
- Attachment II – PII Privacy and Security Standards
- Attachment III – Assurance of Compliance
- Attachment IV – HWS Administrative Handbook for HUD Continuum of Care Programs
- Attachment V – Continuum of Care Program Grant Agreement*
- Attachment VI – Application*

*Attachment incorporated by reference.

This Subrecipient Agreement for the HUD Continuum of Care Program (herein referred to as "Agreement") is made and entered into this _____ day of _____, 2025, by and between [Subrecipient Name], a California nonprofit corporation, (herein referred to as "SUBRECIPIENT"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing and Workforce Solutions (herein referred to as "COUNTY").

WHEREAS, the Department of Housing and Workforce Solutions (herein referred to as "HWS") has been designated by the COUNTY to provide coordination and administration of the COUNTY's Continuum of Care Program; and,

WHEREAS, the COUNTY entered into a Continuum of Care Program (CFDA #14.267) Grant Agreement with the United States Department of Housing and Urban Development (herein referred to as "Grant"), governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. and the Continuum of Care Program (the "Rule");

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

- A. "Administrative Entity" means a unit of general purpose local government (city, county or a city that is also a county) or nonprofit organization that has previously administered federal Department of Housing and Urban Development Continuum of Care funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations that has been designated by its Continuum of Care to administer 2020 HUD CoC Program.
- B. "Application" refers to the approved application and its submissions prepared by SUBRECIPIENT, which is the basis on which HUD approved the Grant.
- C. "APR" refers to the Annual Performance Report.
- D. "Budget Amendment" means any change affecting the overall total grant amount awarded that may or may not affect the scope of work.
- E. "Budget Modification" means any change on the dollar amounts of budget line items without any change on the overall total grant amount awarded of this agreement.
- F. "CES" refers to the Riverside County Coordinated Entry System that serves to prioritize Homeless individuals according to longest length of homelessness and greatest service needs.
- G. "CoC" refers to the Continuum of Care for Riverside County.
- H. "Continuum of Care Program" or "CoC Program" refers to the HUD program designed to promote communitywide commitment to the goal of ending homelessness and provide funding for efforts by homeless service providers.
- I. "COUNTY" or "HWS" refers to the County of Riverside and its Department of Housing and Workforce Solutions, which has administrative responsibility for this Agreement. HWS and COUNTY are used interchangeably in this Agreement.
- J. "Domestic Violence" refers to abuse committed against an adult or minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has a child or is having or has had a dating or engagement relationship. For purposes of this subdivision,

“cohabitant means two unrelated adult persons living together for a substantial period of time, resulting in some permanency of relationship”. Factors that may determine whether persons are cohabitating include, but are not limited to:

- (1) Sexual relations between the parties while sharing the same living quarters;
- (2) Sharing of income or expenses;
- (3) Joint use or ownership of property;
- (4) Whether the parties hold themselves out as husband and wife;
- (5) The continuity of the relationship; and/or
- (6) The length of the relationship.

K. “Draw Down” refers to the HUD primary grant disbursement system called the Line of Credit Control System (LOCCS).

L. “Expended” means all HUD funds obligated under this Agreement or Subcontract have been fully paid and receipted, and no invoices remain outstanding.

M. “Family” or “household members” refers to the following persons:

- (1) Persons related by blood or marriage;
- (2) Persons legally married to one another;
- (3) Persons formally married to one another regardless of whether they still reside in the same household;
- (4) Persons who have a child in common regardless of whether such persons are married or have lived together at any time;
- (5) Unrelated persons who are continually or at regular intervals living in the same household or who have in past continually or at regular intervals lived in the same household; or
- (6) Unrelated persons who have had intimate or continuous social contact with one another and who have access to one another’s household.

N. “HMIS” refers to the Riverside County Homeless Management Information System.

O. “HUD” refers to the United States Department of Housing and Urban Development.

P. “LOCCS” refers to the HUD Line of Credit Control System.

Q. “Participant(s)” refers to individuals who utilize supportive housing services, including referral services or individuals who are residents or former residents of the housing project.

R. “Permanent Housing” means a structure or set of structures with subsidized or unsubsidized rental housing units subject to applicable landlord-tenant law, with no limit on length of stay and no requirement to participate in supportive services as a condition of access to or continued

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

- S. "Project" refers to housing and/or supportive services for facilitating the movement of homeless individuals through the Continuum of Care into independent permanent housing.
- T. "Rapid Re-Housing" means a model of housing assistance that is designed to assist the Homeless, with or without disabilities, move as quickly as possible into Permanent Housing and achieve stability in that housing. Rapid Re-Housing assistance is time-limited, individualized, flexible, and is designed to complement and enhance Homeless system performance and the performance of other Homeless projects.
- U. "RFP" refers to a Riverside County Request for Proposal.
- V. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the SUBRECIPIENT with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- W. "SUBRECIPIENT" refers to [Subrecipient Name] including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and [Subrecipient Name] are used interchangeably in this Agreement.
- X. "Technical Submission" refers to the second phase of the application process. Applicants who are conditionally selected for funding, are required to complete a detailed Project plan that contains technical information not described in the original Application.

2. DESCRIPTION OF SERVICES

SUBRECIPIENT shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services, and Attachment I - Monthly Performance Report, Attachment II – PII Privacy and Security Standards, Attachment III – Assurance of Compliance, Attachment IV – HWS Administrative Handbook for HUD Continuum of Care Funded Programs, Attachment V – Continuum of Care Program Grant Agreement, and Attachment VI – Application.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective February 1, 2025 ("Effective Date") and continues in effect through January 31, 2026, with option to extend performance for one (1) year, upon the availability of funding, unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. COUNTY and SUBRECIPIENT agree that all services provided to the target population are estimated to be, and shall be, fully performed according to the project's performance period schedule as set forth in Schedule B, Scope of Services.

4. COMPENSATION

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

SUBRECIPIENT, but not used for purposes of this Agreement shall revert to COUNTY within thirty (30) calendar days of the expiration or termination.

AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

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

5. TERMINATION FOR CONVENIENCE

A. COUNTY or SUBRECIPIENT may terminate this Agreement without cause by giving thirty (30) calendar days written notice to the other party 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; with a mutually agreed transition period to ensure patient safety; 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, provided that SUBRECIPIENT shall not be required to complete or finalize any such materials, reports, or other products.

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. Either party may, at any time terminate this Agreement for cause, if the other party breaches the terms of this Agreement, or SUBRECIPIENT fails to make progress that may endanger performance and does not immediately cure such failure. The party asserting cause for termination (Terminating Party) shall provide written notice to the party specifying the breach or deficiency with sufficient information to allow the receiving party to identify actions necessary to cure such breach. The party receiving the written notice of termination shall have ten (10) calendar days from the receipt of such notice to cure the breach or deficiency to the satisfaction of the Terminating Party (the "Cure Period"). If such party fails to cure the breach or deficiency to the reasonable satisfaction of the Terminating Party within the Cure Period, or if the breach or deficiency was not curable, the Terminating Party shall have the right to terminate the Agreement effectively immediately or at such later date as may be specified in such notice by the Terminating Party. Cause shall include, but is not limited to:

- (1) failure to comply with the terms or conditions of this Agreement;
- (2) SUBRECIPIENT's use of, or permitting the use of HUD funds provided under this Agreement for any ineligible activities;
- (3) SUBRECIPIENT's failure to comply with the deadlines set forth in this Agreement;
- (4) violation of any federal or state laws or regulations; or
- (5) withdrawal of HUD's expenditure authority.

B. In addition to the other remedies that may be available to COUNTY in law or equity for breach of this Agreement, COUNTY may:

- (1) Bar the SUBRECIPIENT from applying for future HUD funds;
- (2) Revoke any other existing HUD award(s) to the SUBRECIPIENT;
- (3) Require the return of any unexpended HUD funds disbursed under this Agreement within thirty (30) days of County's notice to SUBRECIPIENT that it is pursuing such remedy;
- (4) Require repayment of HUD funds disbursed and Expended under this Agreement within thirty (30) days of County's notice to SUBRECIPIENT that it is pursuing such remedy;
- (5) Require the immediate return to COUNTY of all funds derived from the use of HUD funds including, but not limited to recaptured funds and returned funds within sixty (60) days of County's notice to SUBRECIPIENT that it is pursuing such remedy; and
- (6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HUD requirements; and,
- (7) Seek such other remedies as may be available under this Agreement or any law.

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

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

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

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

7. DEFAULT

A. A default shall consist of any use of Grant funds for a purpose other than as authorized by this Agreement or failure of SUBRECIPIENT to provide the supportive housing for the minimum term in accordance with the requirements of the provisions of the CoC Program Rule, the Application, the Technical Submission, or this Agreement. In the event of an occurrence of default,

COUNTY and HUD may take one or more of the following actions:

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

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

8. REQUEST FOR WAIVER AND WAIVER OF BREACH

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

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

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

10. CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST

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

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

11. RECORDS, INSPECTIONS, AND AUDITS

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

12. CONFIDENTIALITY

SUBRECIPIENT shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. SUBRECIPIENT shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. SUBRECIPIENT shall keep all confidential information received from COUNTY in the strictest confidence.

- A. SUBRECIPIENT shall take special precautions, including, but not limited to, sufficient training of SUBRECIPIENT's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- B. SUBRECIPIENT shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. SUBRECIPIENT shall not use such information for any purpose other than carrying out SUBRECIPIENT's obligations under this Agreement.
- C. SUBRECIPIENT shall promptly transmit to COUNTY all third-party requests for disclosure of

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

13. PERSONALLY IDENTIFIABLE INFORMATION

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

14. HOLD HARMLESS/INDEMNIFICATION

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

15. INSURANCE

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

requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

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

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

16. WORKER'S COMPENSATION

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

17. VEHICLE LIABILITY

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

18. COMMERCIAL GENERAL LIABILITY

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

18.1 SEXUAL ABUSE OR MOLESTATION (SAM) LIABILITY

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

19. PROFESSIONAL LIABILITY

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

20. INDEPENDENT CONTRACTOR

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

21. USE BY POLITICAL ENTITIES

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

22. LICENSES AND PERMITS

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

23. NO DEBARMENT OR SUSPENSION

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

24. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

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

25. CLEAN AIR/WATER ACTS

As required in all contracts with an estimated total value in excess of \$100,000, SUBRECIPIENT agrees to comply with all applicable requirements issued under Section 306 of the Clean Air Act

(33 U.S.C. 1368), U.S. Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, Part 15). These laws and regulations require SUBRECIPIENT not to use facilities on the EPA list of violating facilities and to report violations to the EPA.

26. LEAD BASED PAINT

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

27. ENVIRONMENTAL REQUIREMENTS

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

Until HUD has performed an environmental review under 24 CFR Part 50 and SUBRECIPIENT has received HUD approval of the property, SUBRECIPIENT, or any subcontractor of SUBRECIPIENT, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a Project, or commit or expend HUD or local funds for eligible activities under this Agreement.

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

28. EMPLOYMENT PRACTICES

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

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

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

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

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

29. PERSONNEL

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

30. LOBBYING

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

31. ADVERSE GOVERNMENT ACTION

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

32. SUBCONTRACTS

- A. No contract shall be made by the SUBRECIPIENT with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the SUBRECIPIENT and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.
- B. SUBRECIPIENT shall not enter into any Subcontract with any subcontractor who:
 - (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
 - (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud; a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; or
 - (4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
- C. SUBRECIPIENT shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
- D. SUBRECIPIENT shall insert clauses in all Subcontracts to bind its subcontractors to the terms and conditions of this Agreement.
- E. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of SUBRECIPIENT and COUNTY.
- F. In the event that SUBRECIPIENT enters into Subcontracts with subcontractors, as provided herein, SUBRECIPIENT shall Expend one hundred percent (100%) of HUD CoC funds by the end of the Period of Performance, or HUD's expenditure deadline for the use of funds, whichever is sooner.

33. SUPPLANTATION

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

34. ASSIGNMENT

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

35. FORCE MAJEURE

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

36. GOVERNING LAW

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

37. DISPUTES

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

38. ADMINISTRATIVE/CONTRACT LIAISON

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

39. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

SUBRECIPIENT shall complete the "Assurance of Compliance with Riverside County Department of Housing and Workforce Solutions Non-Discrimination in State and Federally

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

B. Participant Complaints

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

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

Civil Rights Complaints should be referred to:

CoC Program Manager
Riverside County Housing and Workforce Solutions
3403 10th Street, Suite 300
Riverside, CA 92501

C. Services, Benefits and Facilities

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

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

D. Cultural Competency

SUBRECIPIENT shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between Participants and staff. Any individual with

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

40. NOTICES

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

COUNTY:

Housing and Workforce Solutions
3403 Tenth Street, Suite 300
Riverside, CA 92501

SUBRECIPIENT:

[SUBRECIPIENT NAME]
[SUBRECIPIENT TITLE]
[ADDRESS]
[CITY, STATE ZIP CODE]

41. ELECTRONIC SIGNATURES

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

42. SIGNED IN COUNTERPARTS

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

43. MODIFICATION OF TERMS

The budget amounts and period of performance in this Agreement may be modified as allowed or approved by HUD by written request from subrecipient(s) and/or approval letter from COUNTY. Modification beyond these parameters may be made only by a written amendment signed by

authorized representatives of both parties.

44. ENTIRE AGREEMENT

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

Authorized Signature for SUBRECIPIENT:	Authorized Signature for COUNTY:
FORM COPY - DO NOT SIGN	FORM COPY - DO NOT SIGN
Printed Name of Person Signing: [SUBRECIPIENT NAME]	Printed Name of Person Signing: Heidi Marshall
Title: [SUBRECIPIENT TITLE]	Title: Director, HWS
Date Signed:	Date Signed:

Approved as to form:
Minh C. Tran
County Counsel



By:
Paula S. Salcido
Deputy County Counsel

Schedule A
Payment Provisions

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. SUBRECIPIENT shall be reimbursed by HUD, utilizing a Draw Down process, for an amount not to exceed \$XXX,XXX. The COUNTY shall be reimbursed by HUD for an amount not to exceed \$XXX,XXX. Said funds shall be spent in accordance with the line item budget below:

Budget Category	Total	# of Months in Period of Performance	Prorated Monthly Spending Milestone
Leasing	\$0.00	12 months	\$0.00
Rental Assistance	\$0.00		\$0.00
Support Services	\$0.00		\$0.00
Operating Costs	\$0.00		\$0.00
HMIS	\$0.00		\$0.00
Administrative Costs (Subrecipient)	\$0.00		\$0.00
SUBRECIPIENT TOTAL	\$0.00		\$0.00
Administrative Costs (County)	\$0.00		\$0.00
GRAND TOTAL	\$0.00		\$0.00

- The table above may be changed (without changing the total amount) as approved by HUD with written approval from HWS.
 - Updated budget and spending milestone table for the subsequent terms with the total amounts awarded by HUD will be provided by HWS when available.
 - Subrecipient must meet the prorated monthly spending milestones in each line item in the table above and submit the Fiscal Performance in the Monthly Performance Report by the 10th business day of the following month (Note: Monthly spending milestones are the amounts of the budget line items divided by the number of months in the Period of Performance). The Fiscal Performance Report must be submitted to the Program Specialist.
- b. SUBRECIPIENT will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation is not provided, COUNTY may delay payment until the information is received by COUNTY.
- c. SUBRECIPIENT shall submit claim in accordance with the HWS Administrative Handbook for HUD Continuum of Care Funded Programs attached hereto as Attachment III and incorporated herein by this reference.
- d. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. Each claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days (see A.4 DISBURSEMENT OF FUNDS for actual payment information).
- e. All Program funds shall be expended by End Date.
- f. SUBRECIPIENT shall ensure that funds provided under this Agreement are not used to pay developer's fees, to establish working capital, or operate deficit funds.

g. Cash or In-Kind Match Documentation

1. The SUBRECIPIENT shall provide cash or in-kind match documentation as set forth in the HWS Administrative Handbook for HUD Continuum of Care Funded Programs (Attachment IV).
 2. In the event that SUBRECIPIENT does not meet the requirements as set forth in paragraph A.1.g.1. above, COUNTY reserves the right to suspend or terminate this Agreement.
- h. An expenditure which is not authorized by the Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to COUNTY by SUBRECIPIENT.
- i. Disallowed Costs include, but not limited to, any ineligible costs by the program and funding source and any costs that can be avoided or minimized under proper management and accounting principles such as late fees and penalty.

A.2 FINANCIAL RESOURCES

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

A.3 DISALLOWANCE

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

A.4 DISBURSEMENT OF FUNDS

COUNTY shall disburse funds under this Agreement to SUBRECIPIENT as follows:

- a. SUBRECIPIENT shall submit claims for reimbursement pursuant to the Budget listed in paragraph A.1.a. on a monthly basis.
- b. SUBRECIPIENT shall be reimbursed as outlined in the HWS Administrative Handbook for HUD Continuum of Care Funded Programs (Attachment IV).

A.5 REALLOCATION OF FUNDS

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

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

SUBRECIPIENT is expected to implement the agreed services and activities and meet all performance and financial outcomes as planned and agreed in this Agreement. SUBRECIPIENT shall make no changes to the budget without first obtaining written approval from the HWS. Any Budget Amendments must be requested by the SUBRECIPIENT in writing. In the event it is deemed necessary to conduct a Budget

Modification, Budget Amendment and/or any other amendment of this Agreement, they are permissible with HWS written approval and best formally requested in writing at least six (6) months prior to the end of the Period of Performance.

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

Schedule B
Scope of Services

- A. SUBRECIPIENT shall be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. SUBRECIPIENT shall also provide Participant linkages to other sources of support. SUBRECIPIENT shall keep records and reports established to carry out the program in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- B. SUBRECIPIENT shall operate the Project in accordance with the provisions of title IV of the McKinney-Vento Homeless Assistance Act (42 USC 11301 et seq.) and the Continuum of Care Program rule.
- C. SUBRECIPIENT shall be responsible for meeting the requirements included in the HWS Administrative Handbook for HUD Continuum of Care Funded Programs (Attachment IV), the Continuum of Care Program Grant Agreement between HUD and COUNTY (Attachment V), and the Application (Attachment VI). SUBRECIPIENT shall use the most current version of Attachment IV. Any subsequent changes to Attachment IV issued by HWS shall automatically be incorporated and serve as Attachment IV to this Agreement. In the event any provisions of the attachments conflict with each other or this Agreement, the order of precedence shall be as follows: (1) Continuum of Care Program Grant Agreement between HUD and COUNTY, (2) the Application, (3) this Agreement, and (4) HWS Administrative Handbook for HUD Continuum of Care Funded Programs.
- D. SUBRECIPIENT shall be responsible for assuring that Participants served under this Agreement meet the criteria specified in federal law for Participants served under the CoC Program.
- E. SUBRECIPIENT must ensure that all CoC Program Participants comply with the regulations applicable to the CoC program as set forth in 2 CFR Part 200, and 24 CFR Part 578. In the event that any federal or state laws or regulations, including without limitation regulations by HUD add, delete, modify, or otherwise change any statutory or regulatory requirements concerning the use or administration of these funds, HUD Program Participants shall comply with such requirements, as amended.
- F. SUBRECIPIENT must participate in the CoC Program Coordinated Entry System (CES). The CES is a part of the Riverside County CoC's cohesive and integrated housing crisis response system with our existing programs, bringing them together into a "no-wrong-door" system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals.
 - 1. Participation is defined by CES training attendance, complying with Riverside County CES Policies and Procedures, data collection, valid user agreements, and entering required client data on a regular and timely basis.
https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocuments/CES%20Policies%20and%20Procedures%20Amended%205_20_2021.pdf
 - 2. SUBRECIPIENT shall work with the CES Lead Agency to ensure that screening, assessment and referral of program participants are consistent with the CES Policies and Procedures which is located on the County of Riverside CoC website:

https://rivcohpws.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 HUD access to CES data collected and entered into the SUBRECIPIENT'S HMIS, upon request, and to participate in any statewide data initiative as directed by HUD, including, but not limited to, a statewide data integration environment.
- G. SUBRECIPIENT shall complete and submit all items on the Project Startup Checklist and related items within the first 30 days of Period of Performance.
- H. SUBRECIPIENT shall complete and submit the Monthly Performance Report by the 10th business day of the following month. (see Attachment I.)
- I. SUBRECIPIENT shall adhere to the CoC Program Admin Handbook and HMIS Charter. (Note: CES project must also adhere to the applicable items of [HUD Coordinated Entry Self Assessment](#).)
- J. SUBRECIPIENT shall comply with the Educational Assurance requirements as stipulated in the McKinney-Vento Homeless Education Assistance Improvements Act.
- K. SUBRECIPIENT agrees to participate in the Homeless Management Information System (HMIS).
1. Participation is defined by HMIS as training attendance, complying with Riverside County HMIS security policies and procedures, and entering required Participant data on a regular and timely basis.
 2. COUNTY retains the rights to the HMIS and case management software application used for the operation of this property. COUNTY will grant SUBRECIPIENT access to use the HMIS software for the term of this Agreement.
 3. SUBRECIPIENT shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside Continuum of Care HMIS Charter, which is located on the County of Riverside CoC website: <https://www.harivco.org/Portals/0/Documents/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>
 4. SUBRECIPIENT must maintain a valid HMIS End User Agreement on file with the COUNTY, which is located on the County of Riverside CoC website: <https://www.harivco.org/Portals/0/Documents/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>

[12-7-17-final.pdf?ver=2020-08-05-113900-583](#)

5. SUBRECIPIENT must refer to the HWS Administrative Handbook for HUD Funded Programs (Attachment III) for further HMIS recordkeeping requirements.

L. SUBRECIPIENT certifies that:

1. SUBRECIPIENT will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
2. The address or location of any family violence project assisted with Grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
3. SUBRECIPIENT will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
4. In the case of projects that provide housing or services to families, that SUBRECIPIENT will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
5. The SUBRECIPIENT, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
6. SUBRECIPIENT will provide information, such as data and reports, as required by HUD.

M. RECORDKEEPING AND REPORTING

SUBRECIPIENT shall comply with the recordkeeping and reporting requirements found in the HWS Administrative Handbook for HUD Continuum of Care Funded Programs (Attachment IV).

N. MONITORING GRANT ACTIVITIES

SUBRECIPIENT shall comply with the monitoring of grant activity requirements found in the HWS Administrative Handbook for HUD Continuum of Care Funded Programs (Attachment IV).

O. SCOPE OF WORK

SUBRECIPIENT shall provide critical and quality services to assist individuals and individuals with families (with veterans and veterans with families as the priority population) to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. As part of a comprehensive continuum of services for individuals, guided by Individualized Service Plans, **SUBRECIPIENT shall administer the following Project:**

1. Project Description

[Insert Here]

2. Project Performance Period Schedule

From (Date) to (Date)

Under exceptional circumstance, the project's performance period schedule may change as

allowed or required by HUD.

3. Project Detail

Project Component Type:	PROJECT NAME
Specific Population Focus:	TARGET POPULATION
100% Dedicated/DedicatedPLUS:	#
# of Units:	#
# of Beds:	#
# of Dedicated CH Beds:	#
Housing Type and Location:	EXAMPLE: [Scattered-site apartments (including efficiencies)]
Address:	[STREET ADDRESS, CITY, STATE, ZIPCODE]
Funding Costs for:	EXAMPLE: [TRA Rental Assistance, Supportive Services, HMIS, Admin]

- Updated project detail table for the subsequent terms awarded by HUD will be provided by HWS when available.

4. Outcomes (Data and Analysis)

SUBRECIPIENT shall collect and report anticipated performance measures for meeting the following benchmarks:

Outcome Performance Measures	Total
# of Units / Households served through [permanent supportive housing]	Minimum #
# of Beds / Persons served through [permanent supportive housing]	Minimum #
% Persons exited achieved housing stability	Minimum 90%
% Persons exited back into homelessness	Maximum 10%
Mainstream benefit attainment	Minimum 80%
Increase in income/employment	Minimum 30%

- Subrecipient must meet 100% of the Outcome Performance Measure(s) in the table above in each month during the last 12 months of the Period of Performance for new projects or during the entire 12 months of the Period of Performance for renewal projects.
- Updated outcomes table for the subsequent terms awarded by HUD will be provided by HWS when available.

ATTACHMENT I
MONTHLY PERFORMANCE REPORT

HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.



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

(Please attach support documentation such as data/reports from HMIS or comparable database for DV projects)

Measures per Contract	Contract Total	Accumulated Actual	Actual % of Goal
# of Units / Households served	Minimum 60		%
# of Beds / Persons served	Minimum 80		%
% Persons achieved housing stability	Minimum 90%		%
% Persons exited back into homelessness	Maximum 10%		%
Mainstream benefit attainment	Minimum 80%		%
Increase in income/employment	Minimum 30%		%

Part 2: Fiscal Performance

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

Part 3: Challenges:

•

Part 4: Request for Training / Technical Assistance

•

Part 5: Comments / Remarks

•

ATTACHMENT II
Privacy and Security Standards

I. PHYSICAL SECURITY

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

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

II. TECHNICAL SECURITY CONTROLS

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

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

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

timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

- J. Warning Banners. The systems providing access to PII must display a warning banner stating, at a minimum:
 - 1. Data is confidential;
 - 2. Systems are logged;
 - 3. System use is for business purposes only, by authorized users; and
 - 4. Users shall log off the system immediately if they do not agree with these requirements.

- K. System Logging.
 - 1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.
 - 2. The audit trail shall:
 - a. Be date and time stamped;
 - b. Log both successful and failed accesses;
 - c. Be read-access only; and
 - d. Be restricted to authorized users.
 - 3. If PII is stored in a database, database logging functionality shall be enabled.
 - 4. Audit trail data shall be archived for at least three (3) years from the occurrence.

- L. Access Controls. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.

- M. Transmission Encryption.
 - 1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
 - 2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
 - 3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.

- N. Intrusion Prevention. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

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

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

 - C. Change Control. All systems processing and/or storing PII must have a documented

change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

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

V. PAPER DOCUMENT CONTROLS

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

G. Faxing.

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

H. Mailing.

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

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

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

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

Breaches should be referred to:

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

ATTACHMENT III
Assurance of Compliance

HUD-41901OHF (5-66) (Formerly CFA-1901)

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
ASSURANCE OF COMPLIANCE
WITH DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REGULATIONS UNDER TITLE VI OF
THE CIVIL RIGHTS ACT OF 1964**

_____ (hereinafter called the (Name) "Applicant") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and all requirements imposed by or pursuant to the Regulations of the Department of Housing and Urban Development (24 CFR, Subtitle A, Part 1) issued pursuant to that Title, to the end that, in accordance with Title VI of the Act and the Regulations, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department of Housing and Urban Development, and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department of Housing and Urban Development, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision or similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department of Housing and Urban Development.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal loans, advances, grants, properties, contracts or other Federal financial assistance extended after the date hereof to the Applicant by the Department of Housing and Urban Development, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

Date

SUBRECIPIENT's Authorized Signature

[STREET ADDRESS]
[CITY, STATE, ZIP CODE]

Address of Vendor/Recipient

(08/13/01)

ATTACHMENT IV

**ADMINISTRATIVE HANDBOOK HUD CONTINUUM OF CARE PROGRAM
2023,2024 & 2025 GRANTS**